

Tucker

Ms B
L71
1824T

George Joseph Tucker, Pittsfield, was directly associated with the practice of law for a period of twenty-two years, and indirectly for more than half a century. ...

Mr. Tucker was born in Lenox, October 17, 1804, and was the second son of Joseph and Lucy (Newell) Tucker. His father was a native of Stockbridge and came to the bar in Berkshire county in 1816. From 1801 to 1847 he was register of deeds and for many years, beginning in 1813, he also was county treasurer. George J. prepared for college at Lenox Academy and was graduated at Williams College in 1822. He studied law with Judge William P. Walker, and attended Litchfield Law School. He was admitted to practice in 1825, and devoted himself closely to professional work, with an abundant degree of success, until 1847, when, on the death of his father, he succeeded him as register of deeds for the middle district of Berkshire county, and also as county treasurer. These offices he held (except the office of register of deeds, which, for a brief period the legislature deemed to be incompatible with that of treasurer) until 1875, when he resigned the registry and continued to hold the treasurer-ship until his death, in October, 1878. In the office of county treasurer Mr. Tucker was succeeded by his son, George H. Tucker, the present county treasurer, and thus that position, by the votes of the electors of the county, has been transmitted from sire to son through three generations, covering a period of almost a century.

Mr. Tucker was twice married, his first wife being Eunice S. Cook, of Lenox, whom he married September 27, 1829, and by whom he had three children. Judge Joseph Tucker of the District court is the only survivor of this marriage. Eunice Cook Tucker died in 1843. Mr. Tucker's second wife, whom he married August 5, 1845, was Harriet Sill (daughter of Capt. Micah Sill, of Middletown, Connecticut), who bore him four children: Harriet M. (wife of Oliver Peck), Sarah S., Caroline S., and George H. Tucker, all of Pittsfield.

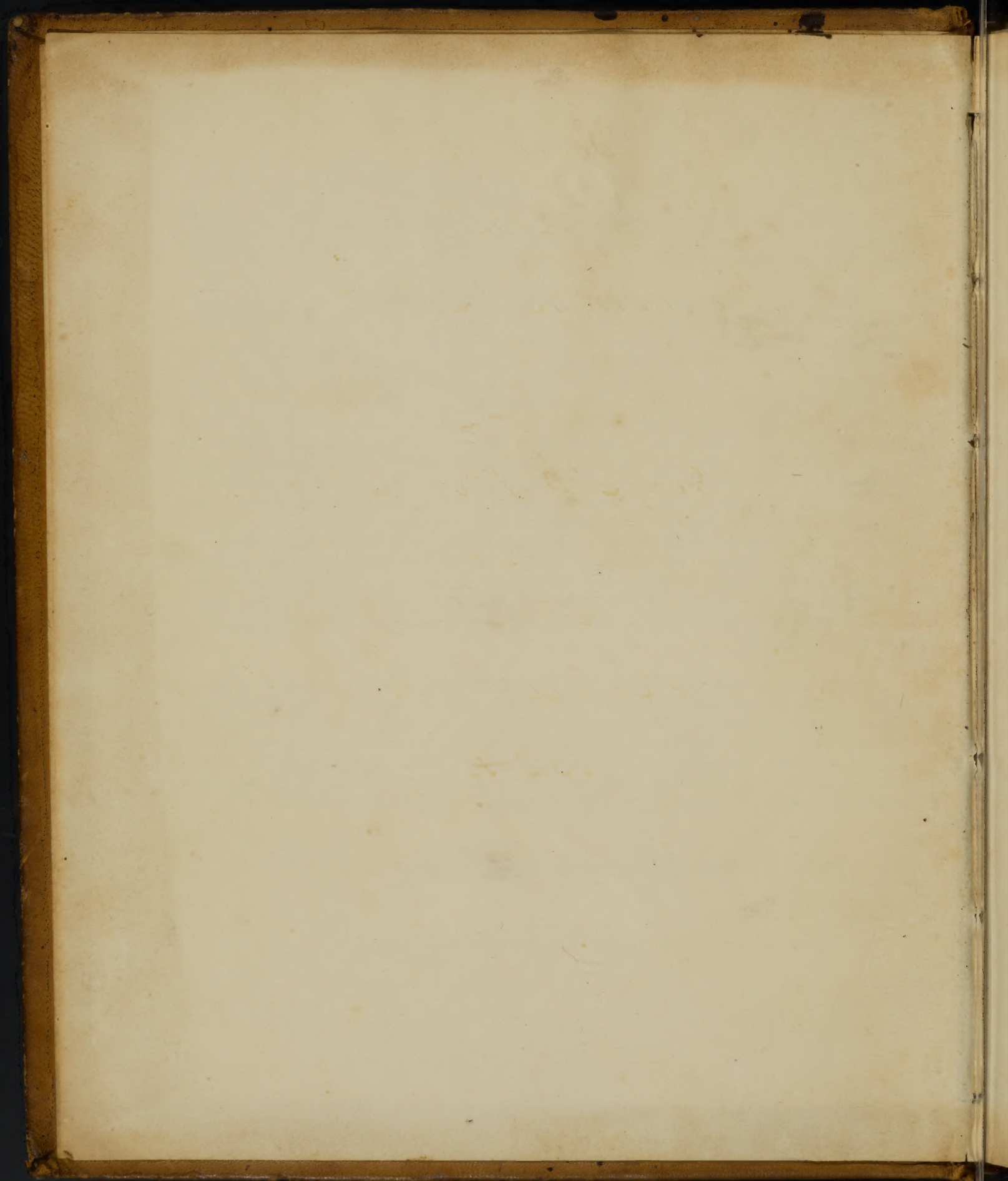
(Reno, "Memoirs of the Judiciary and the Bar," v. 2, ^{Massachusetts,} p. 560-561.)

There is a portrait of Mr. Tucker in the article.

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Lectures
on the
Common Law

taken by
George J. Tucker
at
Litchfield
Conn
Massachusetts
1824.

Received

of the

Sum of

Twenty

Dollars

for

the

Patrons Fund

1884

37-304
Patrons Fund

Law Lectures 3

1845 - 1846

1845

1846

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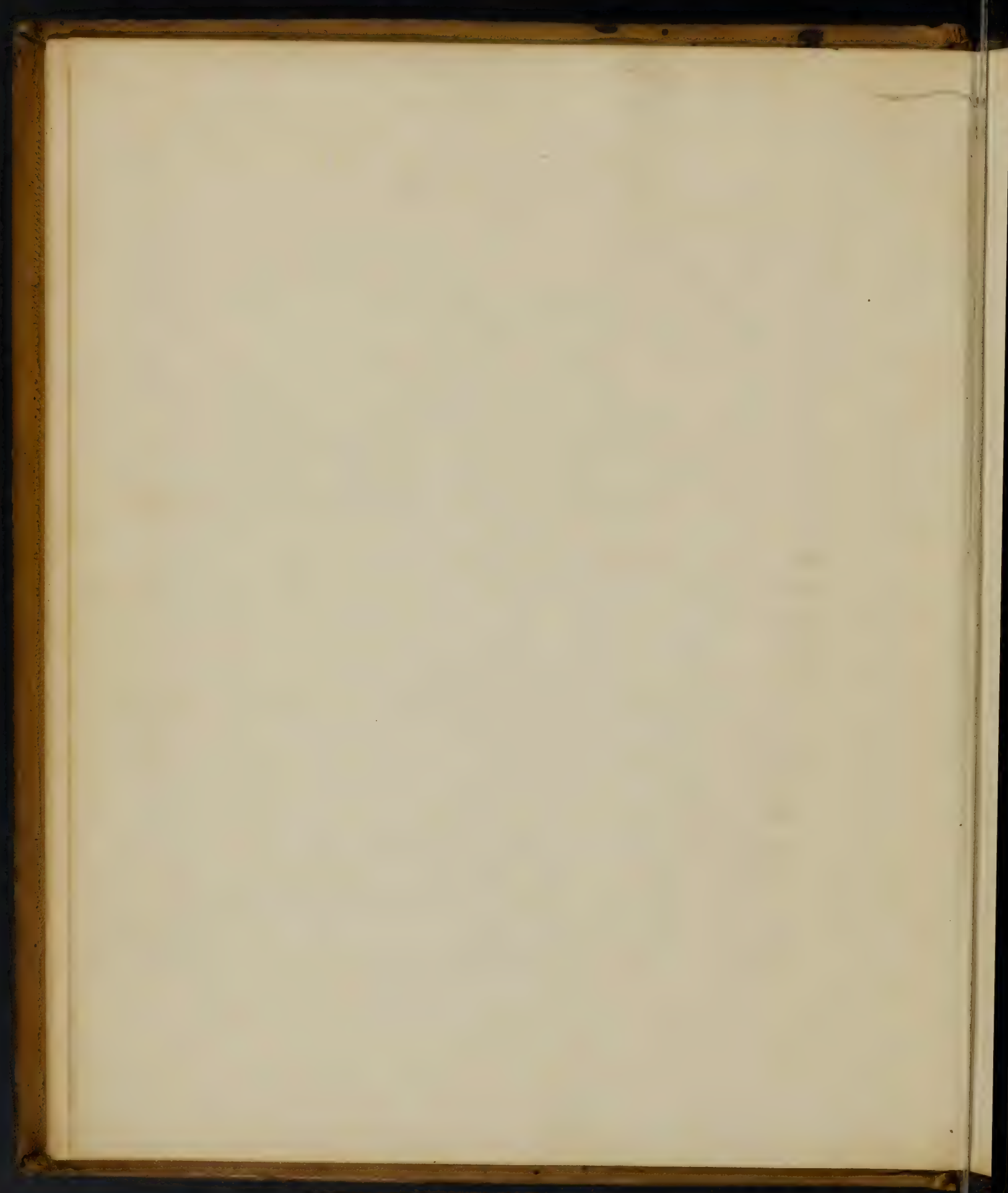


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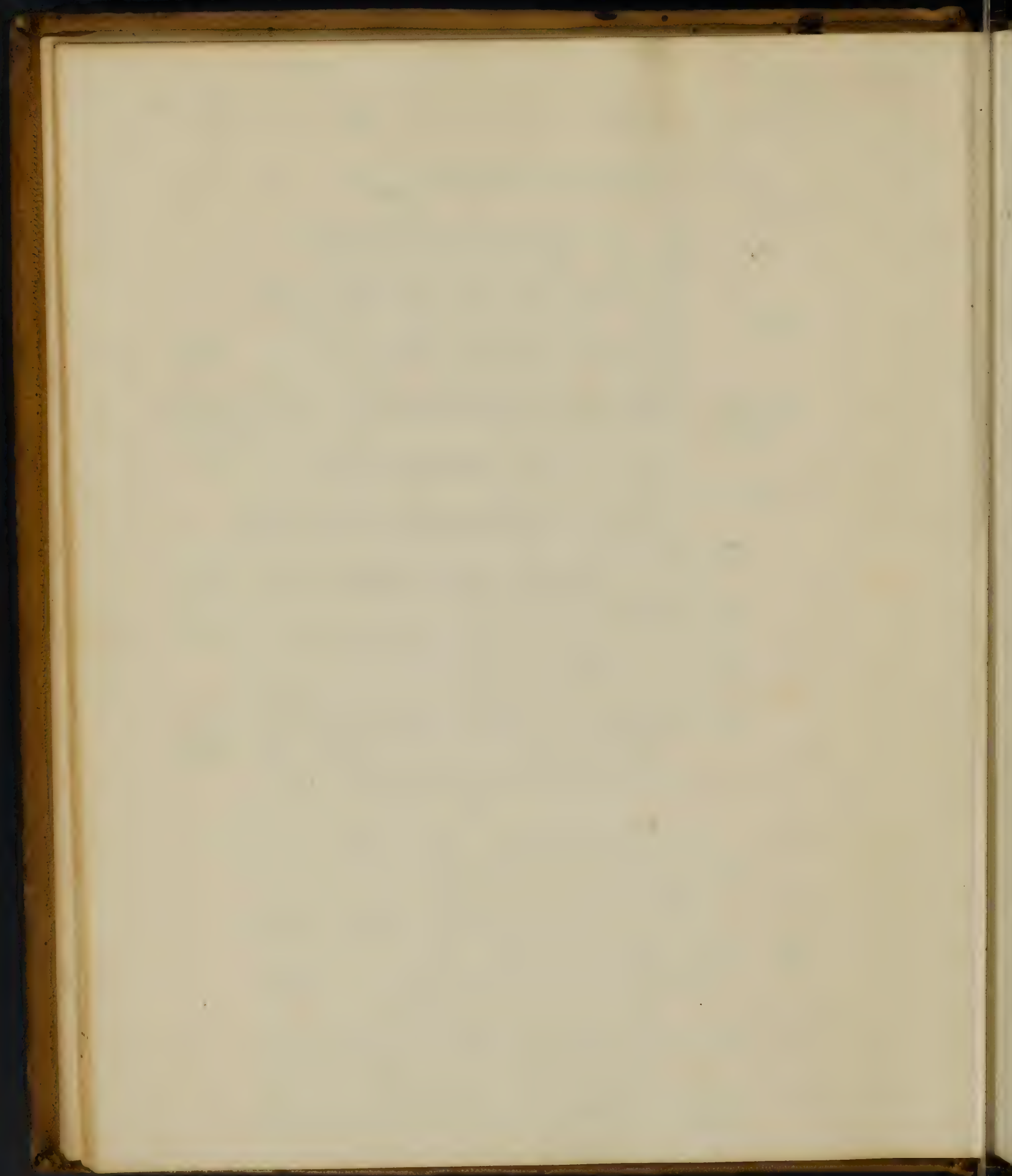
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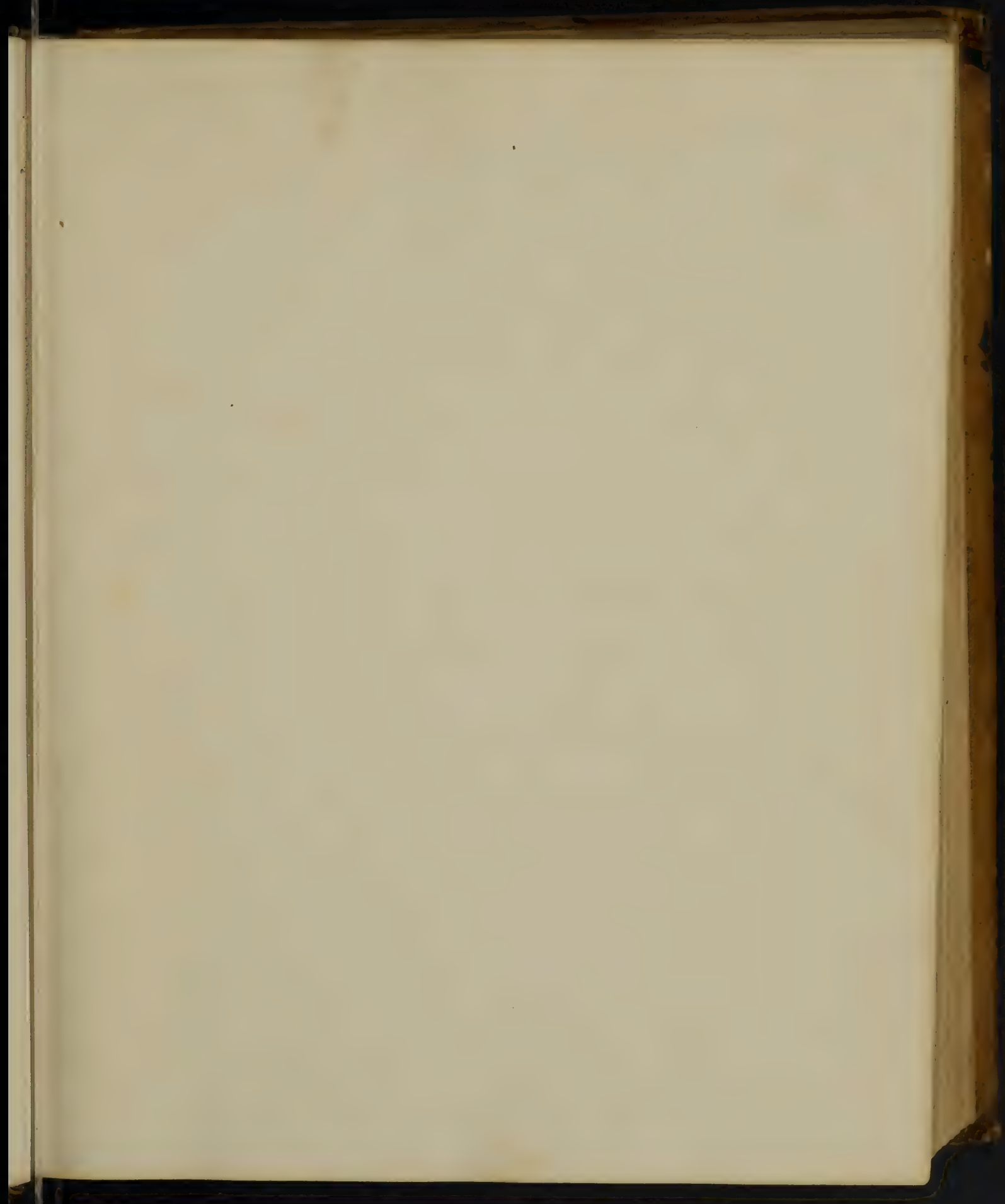
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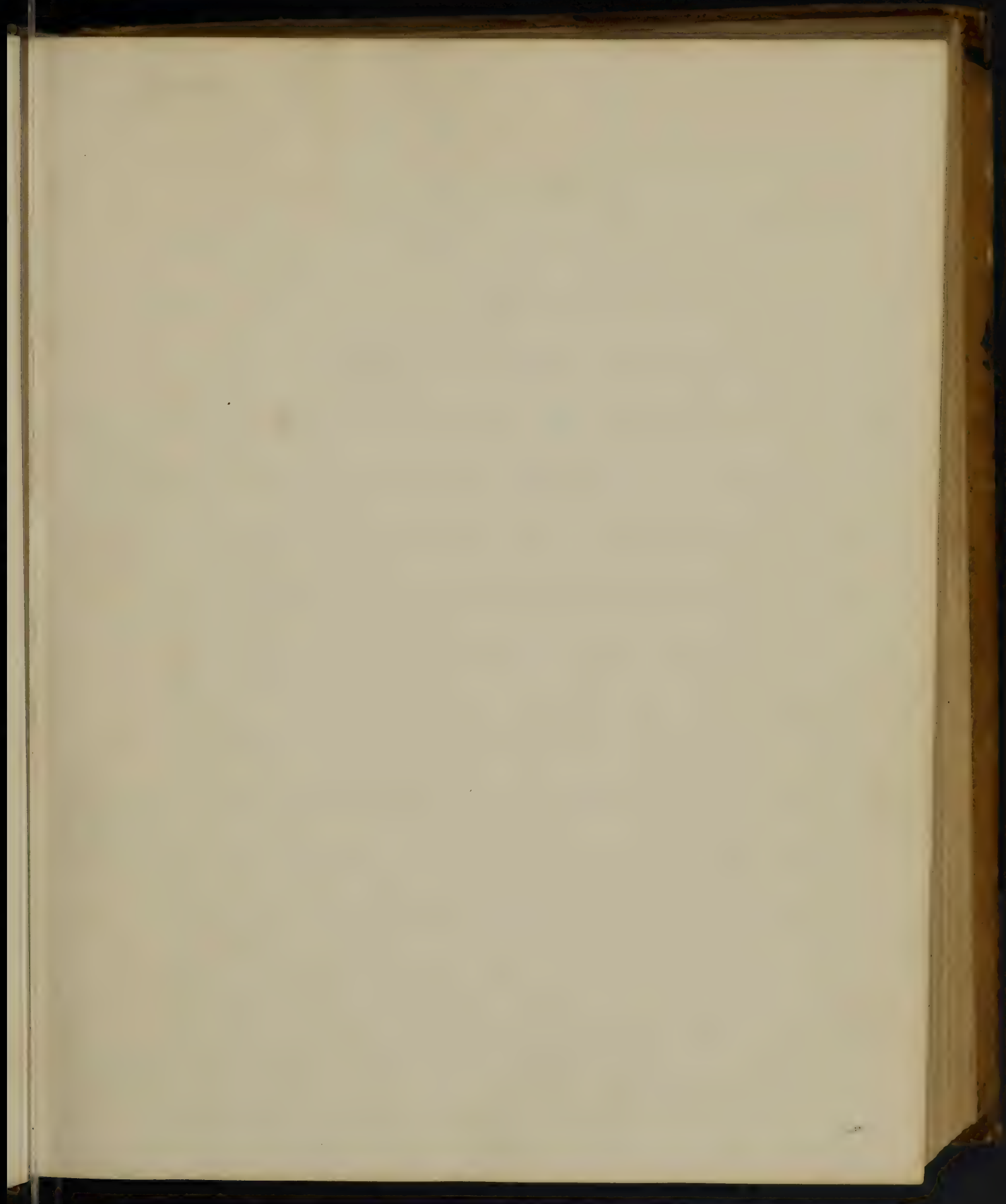
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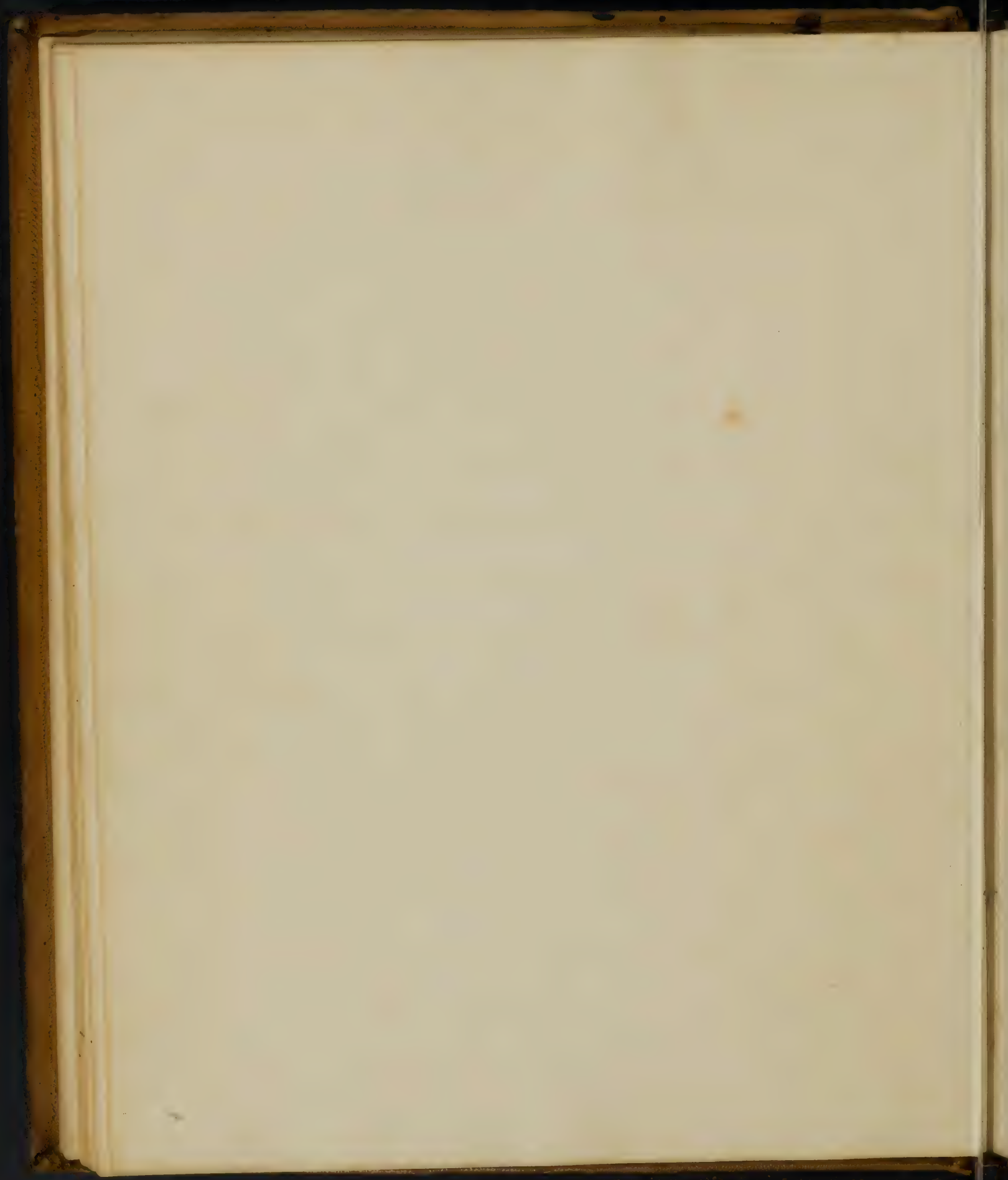
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No. 1^a

Commencement of the Summer Term &c

June 14. 1824-

Little

"Malicious Prosecution" 3

Fitz 116.

Esp. 2. 595

Definition.

1. This is an action brought to recover damages against one, who has preferred an Indictment, or other criminal prosecution ag^t another maliciously & without probable cause. By probable cause is meant reasonable ground of suspicion. & by malice is meant any unlawful motive.

3 B & L 126

1 Sam. 230

2 May 379

2. This action is analogous to the old action of Conspiracy which however is in a great measure abrogated. An action of conspiracy lies against two or more for having falsely & maliciously prosecuted another for treason or felony.

Esp. 2. 530.

Salk. 214.

3. Another action to which this action is analogous is an action on the case in nature of a conspiracy which lies when two or more have con-

Malicious
2.

= spiced to prosecute another maliciously or when they have conspired to injure another in his reputation without ~~any~~ cause -

4. The action on the case for a malicious pros-

3. B.C. 127 = action resembles in its gravamen the action of
10 Mod. 219
Salk 13-4
Slander -

5. An action of conspiracy will not lie unless the

1 Wils. 211
Esp. D. 597
12th has been actually prosecuted for treason or felony
& has been actually acquitted: - but an indictment

however will lie where there has been an unlawful

2 Lea 551 conspiracy tho the purpose has not been actually
consummated -

6. An action on the case in nature of a conspiracy

1 Bac. 61 lies where there has merely been an indictment -
preferred: -

7. Again in the action of conspiracy if only one

1 Ray. 379
1 Wils. 210
Esp. D. 530
if the 2d is convicted judgt. cannot go against him

but in the action in nature of a conspiracy

judgt. may go against one, provided the Declaration
= tion contain a simul exon -

8. The general action on the case is not a formed
 1 Sam. 230. action ^{by which} is meant one which is set forth in the Regis-
 -ter which is itself authority.

Gravamen 9. In the action on the case for a malicious pros-
 -ecution the gravamen is the scandal & disgrace
 to which the Plf has been exposed by the prosecution.
 The essential difference between the actions of
 malicious prosecution & case in nature, of a Con-
 -spiracy is, that the former will lie against an
 Individual, but in the latter two or more must have
 been concerned - the rules therefore to be laid down
 on the subject of malicious prosecution will equally
 apply to the other action.

3 Lev 59.
 1 Mil. 210.
 Cro. Car. 173

10. All these actions are unknown to the Common
 Law the action of conspiracy was established in
 2 Lev 90 the reign of Edward I. - the two latter are derived
 from the equity of Statute of Westminster 2^d.

11. It is essential to the support of the action

for malicious prosecution, that malice & want
 13. Esp. 544
 Esp. D. 579 of probable cause - ~~must~~ concern this action, then

Barr. 1971
 13. Esp. 544
 Esp. D. 579

Malicious
4

2 H. 2. 533
B. & N. 14.

lies against any one who has maliciously promoted
promoted a prosecution against another knowing
the charge to be false or having no reasonable ground
for believing it true but it is always sufficient for
the Def. to show that he had reasonable cause -

1. Sid. 157.
2. Ray. 373.
3. P. 2. 525

12. If a person has been falsely & maliciously in-
dicted for a crime which would expose his life
or liberty to hazard - if for an offence which
would injure his reputation, he is entitled to

this action: again where one has been put to ex-
pense by a malicious prosecution he may
bring this action -

4 T. Rep. 127.

Salk. 15.
Exp. 2. 528.

13. And where the prosecution charges a crime
which would expose to danger one's life or li-
berty, it is not necessary that life or liberty should
actually be put in jeopardy - as if A. prosecutes

B. for a felony by an indictment which is
radically bad still the action will lie -

On. Dec. 490
Salk. 14.

14. If an indictment has not been found by a
Grand Jury & the indictment was mal-

=iciously preferred: it is sufficient to maintain this action -

15. A. was falsely & maliciously indicted for exercising a trade without licence. by an indictment bad upon the face of it. here the Court.

3 B.C. 127.
5 B.C. 977.
Esp. D. 523.

held that the action would lie in consequence of the expense incurred - The injury to reputation also. Du.

16. If an informing officer prefers an indictment against another by reason of false information he is not liable but the person informing is so; but if a public officer without information &

2 J. Rep. 231.

of his own mere motion prefers an indictment - falsely & maliciously, he is liable - for tho. the Law will protect a Magistrate for an error of judgment it will not for an abuse of his authority -

2 J. Rep. 225.
Cro. Eliz. 120.

If the Magistrate preferring the indictment was the one who granted the warrant of arrest he is liable in trespass for a false imprisonment. but if A. charges B. with a crime falsely & maliciously

2 J. Rep. 231.

Exp. D. 520.

If the Magistrate preferring the indictment was the one who granted the warrant of arrest he is liable in trespass for a false imprisonment. but if A. charges B. with a crime falsely & maliciously

Malicious

6

malicious, he is liable in this action—

18. In the first case the magistrate is the Agent in procuring the arrest—he is the moving cause, but—
A. is not—

19 But this action will not lie till the malicious prosecution
is in some way at an end.—

Doug. 205.
Stra. 114.

June 15. 1. The mode in which the original prosecution was terminated, must also be shown in the declaration, otherwise there would be a variance.

Saund. 21.
Exp. D. 536.
6 Mon. 261.

between the declaration & the record—

2. Hence an allegation that the the plff was acquitted will not be supported, by proof of a non pros. or a nolle prosequi. &c.—

3. It is also necessary for the plff in this action

Exp. D. 532.
4 T. Rep. 590.

to show all the material proceedings in the

original suit—and any misrecital in a material

2 W. L. 1050.
Exp. D. 532.

point will be fatal: Hence a variance between

the declaration & the record as to the day when

the plff was acquitted or when a non pros. was

suffered, is fatal.—

Corop. 161
1. T. Rep. 503.
2 Bl. R. 1141
2 Mod. 219.

4. But this action never lies against a Judge of Record, Jurors, or grand Jurors for even malicious acts done in the regular exercise of their officia powers. - this is a rule of public policy intended to guard the judges & jurors from vexatious suits. The Law will not allow their conduct to be called in question. (for the reason of this exemption at large vide Lecture on False Imprisonment. -

How malice may be inferred.

4 Bur. 1974
1. T. Rep. 844
Exp. 529.

5. Malice may be & generally is inferred from a want of probable cause: - for if no probable cause appears in proof it must be presumed the prosecutor had none & consequently that he acted from malicious motives: - the proposition however does not hold & converso: - a person actually guilty may be prosecuted from malicious intentions. -

6. But tho the Law generally infers malice from the want of probable cause, yet the Plff. may show actual malice & he generally should do it

Malicious.

8.

5 Nov. 691.

Ex D. 535-

it - for the purpose of proving malice: the Dff may

give in evidence any collateral facts which

go to show that there was malice.

On a conviction
in the former case

1 mld. 232.

Hobbs. 267.

6 Mod. 262.

7. If the Dff in this action was convicted in the

former prosecution by a Court of competent -

Jurisdiction the conviction is proof of proba-

-ble cause - and therefore a complete bar to

any action founded upon it - To allow this

would be to impugn the original record -

Or an acquittal. 8. But an acquittal on the original prosecution

Phil. 932.

Ex D. 520.

is only evidence of the want of probable cause -

in some cases it does not furnish even pre-

sumptive evidence - for this shows nothing

more than that the guilt of the Dff was not

proved to the Judge - in short that there was

not sufficient proof of actual guilt tho there

might have been proof enough to demonstrate

that there was ground of suspicion -

9. In general however the Dffs acquittal on

42 Rep. 247.

Salk. 15. the former prosecution even tho it arose from

a defect in the process or indictment is pres-
=umptive evidence of want of cause. —

10. If the Plff. in this action was on the former
prosecution bound over by a Court of Inquiry
to take his trial, it is in most cases presumptive
evidence of probable cause, even tho. he was
eventually acquitted. —

Bul. No. 14.

Exp. D. 535.

Salk. 15.

11. If the prosecutor in the original suit pro-
=ceeded by indictment & the Grand Jury found
it a true bill, this furnishes prima facie evi-
=dence of probable cause. —

Exp. D. 530

Bul. No. 14

12. And where it appears from the certificate
of the Judge, who tried the first suit, that
there was probable cause, this is sufficient
presumptive evidence of it. — a final acquittal
to the contrary notwithstanding. —

Bul. No. 14.

Exp. D. 525.

6. Mod. 216.

13. But tho. the Plff. in the action was bound
over — tho. the bill was found by the Jury — tho.
the Judge certified probable cause, yet if the
facts were within the knowledge of the Dept.

Malicious

10.

(That is the former Plff.) he must show probable cause.

Orfeuvrement 14. The evidence, or non-existence, of probable

17. Rep. 545.
Esp. 2. 529.

Cause, in any particular case, is in the first instance a mixed question, consisting partly of fact & partly of law, but what circumstances existed, to form probable cause, is a question for the Jury: hence where the defence is probable cause, it must as a general rule be set forth in a special plea:—

15. It is therefore never necessary for the Deft. in this action to show that the Plff. was guilty in the former prosecution:—probable cause is all that is necessary to be shown. This is a peculiarity to this action for in most other cases the Deft. must prove actual facts as in the action of Slander:—

16. The Deft's plea should also show all the

Pro. 2. 134.
Esp. 2. 529.

precise facts which formed the ground of suspicion & the facts may all be pleaded without

subjecting the plea to duplicity.

17. It is however not sufficient for the Deft to

6 Mod. 216.
Exp. & 534
2 Haw. 126.

prove that he actually believed the Plff. to have committed a crime when it appears that no offence was in fact perpetrated.

18 The other ingredient to the support of this

1 Wils. 233.
12 Rep. 519.

action is malice: this is also a question of Law: what was the Plffs motive: is submitted to the Jury. whether that motive was malicious is to be decided by the Court.

19. When the action is brought for a former malicious prosecution for felony a copy of the original record must be produced by the Plff. without this copy he cannot recover - it must appear also that the copy was granted by the Court. It is entirely discretionary with the Court to grant a copy or not.

1 B. & C. 386.
Exp. & 534.
1 B. & C. 61.

20. The rule of the Court is generally not to grant ~~not~~ to grant a copy if there appears to be any probable cause on which the original prosecution was founded.

2 B. & C. 126.
Exp. & 534.

Malicious

12.

June 16. 1. There are cases in which this action will lie

10 John. 166.

2 Vh. 2. 116.

Bul. N. 11

Salk. 13.

suit: these cases however are merely exceptions to the general rule, for generally it is no matter how futile a civil suit may have been

2. As a Plff. generally receives costs, it is considered that they ^{are} sufficient compensation: but it is almost universally true that costs are not an indemnification.

Bul. N. 12

Em. S. 526

Salk. 14

3. Where there is a good cause of action against one, & a stranger without authority brings an action on that cause, this action may be sustained against that stranger. for as the stranger is not a party on the record he cannot be answered.

2. Will. 302.

Em. S. 526.

4. When a party having good cause of action files in a Court not having cognizance of the suit he is liable in this action - provided he knew the Court had not Jurisdiction -

5. Again, if a person having ~~no~~ cause of action

1. O.S. 338.
2. H. 124.
3. Ex. 1. 314.
2 Ph. E. 116n.

not color of right. & knowing that he has none, sues another he is liable to this action - provided he held the deft to bail. for if the deft was not held to bail, it is considered that the costs are a sufficient compensation to the plff. -

1. Sum. 228.
1. Sid. 424.
Bul. N.P. 12.

6. And again if for the purpose of vexation one sues another & holds him to excessive bail he is liable as if A. sues B. \$100 & B. holds him to bail for \$1000 B. is liable in this action for a malicious prosecution.

Exp. S. 527.
Hob. 208.
Bul. N.P. 12.

7 When the malicious proceeding complained of was on final process not by a suit carried on but under an ex. if the claim was entirely groundless the mere taking of the property is a sufficient ground for this suit. Thus where the deft. in the present action had seized goods enough to satisfy his Ex. & then issued another fi. fa. & took more goods he was held liable to this action: - here there was not a suit carried on consequently the plff. could have no costs.

Of the Pleadings. 8. Where this is commenced in consequence of a former ma-

1. Alk. 14.
Bul. N.P. 12.
1. May. 328.

licious civil suit the particular damage must be stated in the Declaration & proved to the Court: - it must also be stated that

Malicious

14.

that the suit was commenced maliciously;—and farther that the suit was commenced for the express purpose of holding the Plff. to bail—where the injury is the holding to bail.

9. It is necessary also for the Plff. in this action to allege & prove

Gray. 374.
1 Salk. 157

special actual damage;—but this rule does not hold where a stranger excites another to prosecute a groundless civil suit: here no damage need be alleged—for this is not a claim of right nor will the stranger be liable to costs.

Requisites. 10. There are two requisites to support this suit: 1. that the former

Long. 205—
Salk. 15—
5 Mar. 114
Bul N. 13
Esp. S. 31

malicious suit be terminated when this is commenced—2. damage either actually incurred or inevitable: Hence if A. forces a bond in the name of B. with intent to sue him upon it. B. can never maintain this action until he is actually prosecuted upon it.—

11. But it is not necessary to the support of this action that

Bul N. 13.
Esp. S. 327

the prior vexatious suit should have been decided upon its merits in favor of the present Plff. as if the Plff. in the malicious suit suffered a non suit, entered a retraxit &c. it is sufficient to ground this action upon

12. This is an action in which two Plff. can never join for the

Kilb. 145.

injuring is not common to both parties. — in this respect it is analogous to slander. — But if two joint merchants have been prosecuted for an injury to their trade, it is conceived, that they may sustain a joint action

W. L. N. 175.
Sta. 79
Esp. S. 537

13. But there may be two Defs. in this action or indeed any number — in this respect it differs from slander.

Sta. 77
2 H. 910.

14. It is a mooted question whether damages may be severed in this action. — the only two authorities are at variance. Judge Gould conceives that they ought not to be severed.

End of "Malicious Prosecution"

June 16. 1824

File 3

"Trespass to things personal"

Definition
of Trespass.

3 Bl. C. 228.

S. Bae. 157.

Exp. S. 380

1. The term Trespass in its comprehensive meaning denotes any transgression of Law short of Treason, Felony, or Misprision of Treason, or Felony — but in a limited sense it means any civil wrong, committed with force to another's person or property.

Injuries to
Per. Property.

2. The present subject comprehends all forcible injuries to the personal property of another & the rights of personal

Trespass
10.

property are susceptible of two species of injuries.

3 B. & S. 153. in a wrong committed on it while in the owners possession & in amotion

Of injuries
to possession.

3 B. & S. 153.
2 Roll. 556.

Exp. D. 598.

3. An injury may be done to property in possession by taking away its value in any manner - the remedy afforded for this wrong is by the action of Trespass vi et armis

4. This action then lies only where the injury complained of is the immediate consequence of the forcible act - where a remedy is brought for consequential or remote damage occasioned by any tortious act, the proper remedy is trespass on the case

6 T. Rep. 125.
2 Mod. 131.
Cro. Car. 141.

5. As if A. erects a nuisance in the street by blocking up the highway. & this nuisance should injure any person, the remedy is trespass because the injury is immediate - but if after the nuisance is erected, the journey of a person is stopped, the action of trespass on the case is the proper one for here the injury is consequential - and further if the remedy is mistaken it will be fatal -

6. The original reason why the mistake in the remedy was fatal ^{was} because the judge in the two cases was different in the one case it was a Capias in the other an Amendment.

June 17.
Of Amotion.

2. B.C. 152.

7. The second species of injuries is that of amotion or transportation of possession. This consists in the unlawful taking away of another's goods so far as it is remediable by this action - where the original taking was lawful. Nover or detinue is the proper action or at least some action on the case.

Dougl⁵⁹²
592

8. This action is also lost - not for a specific restitution of the goods but dam[?] for their amotion - but where a ship & cargo is captured as prize, no action of this kind will lie for a deprivation of possession. the only remedy is by a suit in Admiralty.

Of Trespass
by Relation.

9. There are some cases however in which trespass will lie for a subsequent abuse where the original taking is lawful - when an authority over another's goods is given by the law itself a subsequent abuse of that authority makes the party a trespasser by relation.

Trespass
13

15 R. 12.
Cro. Jac. 147.
8 Co. 146.
1. Wil. 20.

Thus if another mans beast is distrained. damage feasant
the party distraining puts the beast to labor. an action
will lie for the original taking - this a subsequent abuse
makes the party a trespasser ab-initio

10 And again. if a traveller enters a public Inn for
the purpose of refreshment afterwards commits a
trespass. he becomes liable as a trespasser in entering
the house.

11. The principle of this rule is that in every such
case the subsequent wrong revokes the legal license
the party is supposed to have used the license as a
cloak to hide his unlawful designs.

12. But the subsequent abuse to make one a
trespasser by relation must be a positive act. - a
misfeasance & not a bare nonfeasance - hence if
a traveller having entered the Inn merely refuses
to pay his bill - this being a mere omission does not
make him a trespasser - so if one having distrained
refuses to deliver them on tender - this does not make
him a trespasser

2 Co. Inst. 312.
8 Co. 146.
Ex. D. 308.

2. Roll. 556.

5 Bac. 152.
2 Roll. 563.
2 May. 632.
Salk. 409.

12. It is a rule that if a Sheriff having taken goods on lawful process does not return his writ when by law it ought to be returned he is liable in an action of trespass for the original taking - this case has many times been treated as an instance of trespass by relation but it certainly is not - for the non return of the writ is merely an omission.

Mak. 5191.
S. Coke. 14.

13. On the other hand, where the owner of property gives another a license to take possession, the party taking it can never be subjected as a Trespasser by relation.

14. The reason of the distinction between a license given by the law & one by the owner is that the law, & that the law will punish in case of a subsequent abuse of authority given by itself - but where the owner gives license he must run his chance of a subsequent abuse.

Co. Lit. 57. a.
S. Coke. 13. 6.

15. But to this general rule there is one exception. for if the bailee to whom goods have been entrusted wantonly destroys them he will be liable in Trespass.

20

Trespass

such a wanton act extinguishes the contract of bail-
equivalent

Of the Parties. 16. The person in whom the possession is either in

12. R. 480.

4 H. 489

8th. S. 383

fact or law is the only one who can maintain
Trespass: this action was framed only for remedying
injuries to possession

See 18. R. 481.

25. Page 22

17. Hence if A. bails goods to B. to be used by B.
for 6 months & during that time and during that
time a stranger takes them from B. - A cannot sue
trespass agt the stranger. for he has neither the
actual nor constructive possession. & after the 6
months have elapsed A. cannot have the action.

18. Again pending a lease for years of a house
furnished. John Siles Levia on the furniture
as the property of the lessee - here it was held that
the lessee could not have trespass, not having
either actual or constructive possession

4. R. 484.

7th. 9.

19. But a right of present possession is sufficient to
maintain this action. Thus if A. bails goods to a
carrier, he can have Trespass for an auction by a

12. R. 480.

4 H. 489.

10 *Trin. 2.*
Personals stranger - for he has the power at any time to counter-
 mand the bailment -

20. But if the bailee or the carrier had converted the goods to his own use the owner could not have trespass - for as agt. the bailee or carrier it cannot be said the owner has a constructive possession - tho. as against a stranger he has.

21. Further it is a general rule that he who has the general property, as distinguished from a special possession can support this action against a stranger - but the general property here contemplated must be accompanied with a right of present possession.

Latch. 2. 14.
2. Balc. 268.
1 Sid. 438.
2 Woll. 569.

2. W. 2. 133.
4. Dole. 432.
11. H. 335.

22. It is held however that the bailor or he who has the general property may maintain a special action on the case for the injury done his reversionary interest - this rule contemplates the case where the bailor has neither actual nor constructive possession.

1. W. 2. 133.
2. H. 5. 576.

23. It is said that trespass is founded on the vlt. possession to & upon property at the time of the

Trespass

injury, complained of. This rule holds as to any practical purpose, only, when the Defr. original possession was lawful.

24. Thus A. baile goods to B. a depositary or carrier - now if the bailee detains the goods. A can have trover agt B. - because he has the general property - but he cannot have trespass from want of possession.

42 Br. 489
1. H. 480
See ante
8. 1. Page
20.

25. As between the owner of goods & a mere stranger to them. this distinction between trespass & ^{trover} property does not ^{hold} for in case of trespass by a stranger trover & trespass are both concurrent. - In -

26. In point of form this distinction between property & possession is universal - in declaring in trespass it is absolutely necessary to show possession - in trover it is indispensable to show property -

June 18. 1. He who has a special property in the goods also with the actual possession may maintain this action against a stranger - at this day it is settled that a lawful possession itself is sufficient to support this action.

To Thino's
Personal
Mun

(2 He who has a special property in the goods also with the actual possession) (mixed by mistake)

Co. 6. 89

2 Sam. 47.

2 Hence a hiree, a common carrier, a pawnee or a depositee may have this action: It is even settled that a finder of goods may ^{have} this action. An agenting ^{talman} is also entitled to it for an injury to cattle departed with him.

5 Bac. 164.

3. If a bailee of goods deliver them to a stranger, the bailee cannot maintain this action agt the stranger for merely accepting them but if bailee had no right to them he could.

Saith 214.

5 Bac. 164.

4. Where goods are sold or given to a person, he may maintain trespass agt a stranger who wrongfully detains them before he himself that had possession. But in case of a sale or gift without delivery the vendee cannot have this action agt the vendor or donor without actual delivery. But Force will lie.

5. If goods of a Testator are taken away before the will is proved the Executor may have this

Trespass to action after probate: indeed he may commence.

2 Buls. 268.

1 T.R. 480.

3 Bac. 164.

The action before the will is proved & if he can exhibit probate at the time of deciding in the suit it is sufficient.

6. The legatee also of specific goods may maintain this action for the wrongful taking of them *note supra.* provided the agent of the Ex^r be given before the trespass committed: the agent of the Ex^r is indispensable to consummate the legal title of the legatee.

7 But a legatee cannot maintain this action without a delivery even after the agent of the *note supra.* Ex^r unless the legacy be specific. Thus a Testator bequeaths to a legatee "a part of his goods here. there is no particular part to which he is entitled. Consequently he cannot have an action for any injury done to them till distribution be made.

8. If Trespass is brought for goods belonging to

Salk. 32.

Ste. 810.

4 Edw. 5. 123.

two persons ~~they~~ as tenants in common or joint tenants, they must both join in the suit. And if

Things
Personal
non

25

one only brings the action. The Deft. can only
defeat the suit by a plea in abatement. If the
plea is "not-guilty" the Plff. will recover

9. There are some cases however in which the
=pass will not lie for the unlawful taking of
another's goods. The rule is this, that no ci-
vil action will lie for a wrongful taking of
goods which amounts to felony. In all such
cases the civil injury is merged in the pub-
lic offence - the forfeiture to the public, in
short - would deprive the injured party of
all redress. Since nothing would remain as
a satisfaction.

See the Declaration

Exp. 2. 435.

2 May 1410.

Albin 2435.

10. In declaring in this action the goods, which
are the subject-matter of the wrong, ^{must be described.} with all
convenient certainty - the Deft. ought to have
notice from the face of the Declaration what
it is he is called to answer to & defend

11. But this rule holds only when the action is
founded on the taking or injuring the goods.

3. Wils. 292.

Exp. 2. 436.

Trespass to But if the taking or the destruction is only laid by way of aggravation a general description is sufficient—

Salk. 643.
1 Vent. 744.

12. And a very general description will answer if it is made certainly by reference to some other thing ^{in the} declaration which is particular.

Continuando.

2 Ray. 259.

Exp. 316.

13. There are some trespasses of a permanent nature which may be laid with a continuando—as a general rule however trespass for an injury to personal property cannot be laid with a continuando (see Tres. quare cl. M.)

Exp. 3. 408.

14. If the plff lays with a continuando trespass which cannot be so laid the mistake is inenable—

Salk. 640

Cro. Jac. 46.

4. T. R. 490

15. The plff in declaring must allege possession in some form or other. Hence, where the Declaration stated that the Deft at such a time carried away such a quantity of hay from the plffs land this was held insufficient—

16. It is also necessary for the plff to allege the value of the goods— it is not necessary that

Things Personal the true value be alleged. — but some value must be stated. But the omission to allege value is aided by verdict, for as the jury had found for the Plff. the Court are bound to presume that the value was proved to them.

*Cr. Dec. 129.
Went. 317.
Exp. 2. 87.*

17. Again the Plff. must allege a day certain on which the trespass was committed. Still however he is not bound by the day nor required to state the true day. — He may state the trespass to have been committed on one day & prove it to have taken place on any other. — the omission of the time is only ill on special ~~demurrer~~ demurrer.

*2 Ray. 291.
Cr. Cas. 32.
Holt. 104*

18. The pendency ^{of another action} agt. the same party or parties for the same trespass is a good plea in abatement. But the pendency of a prior action for the same trespass but agt. a different Def. is not a good plea.

1 Bos. 13.

19. But judgt. agt. the Def. in this prior action is

Sta. 1071.

Exp. 2. 595. a bar to Damages in the present action.

20. Where the wrong has been committed by several persons. the Plff. may sue each in separate actions or

Trusts to
5. Dec. 194

he may sue them all in a joint-action or he may sue any number short of the whole.

1 Dec. 41.
Hol. 199.

21. It is said that if it appears in the Declaration in an action against one deft. that another person named in the Declaration was jointly guilty there can be no recovery on account of the nonjoinder of the latter. This certainly cannot be said for torts are joint or several at the Veffs election.

and if a suit is instituted agt two or more the Veff. by leave of the Court may have the name of one stricken out to avail himself of his testimony

June 19.

Haid. 164.
13. Dec. 186

1. If a judgt is recovered in this action agt two or more & one of them has been compelled to pay the whole he can never oblige the others to reimburse him for the law will never raise a promise of indemnity by any of the parties to an illegal proceeding.

Stia. 61.
Exp. 3. 411.

2 Whenever the defence to this action is a justification it must be specially pleaded & cannot be given in evidence under the general issue because

Things personal justification admits and avoids the trespass

Hobbs 54.
3 May 1872.
Esp. 5.421.

3. And if in an action agt. two Defs. one of them has suffered a default or been found guilty on his several plea & the other pleads a justification which avoids the suit - the judge cannot go agt either for upon the whole record it appears that there was no cause of action agt. either.

ante. 9.8.6.
Esp. D.408.

4. By the common law it is necessary that the declaration contain the words vi et armis - this is for the purpose of identifying the action.

Salk. 636.
Cart. 66.

5. At common law also it is necessary that the declaration contain the words contra pacem they are words of substance: now however these words if omitted will be aided by verdict.

Esp. 408.

Aug 19, 1824.

Title

Replevin.

Definition 1. This is a common law action - Replevin is defined to be a delivery to the owner by legal process of the cattle or goods when distrained for cause.

Replevin and this redelivery can only be made on security to by the cause & restore the goods & charges for cattle on failure in the suit—

Co. Lit. 146. b.
Exp. D. 346.

Of the grounds
or this action—

2. According to this definition a distress of goods &c. is the only ground of the action— it is doubtful however whether this definition is sufficiently comprehensive.

3. A distress is the taking of a personal chattel out of the possession of a wrong-doer into the custody of the person wronged, as the means of obtaining security for the injury suffered the word however means either the act of distressing or the thing distrained.

3 Bl. C. 6.

4. According to the definition the action will

3 Bl. C. 146.

1 Mil. 672.

6 T. R. 522.

not lie for any goods taken by a trespassing act— by some authorities however it ^{is} said that the action will lie for even a trespassing act— it is

Bul. N. L. 52.

7 John. 140

conceived that the latter opinion will be prevalent in this country.

5. This writ is never given but upon security to

Replevin
3 Bl.C. 15.
Co. Lit. 45-

31.

by the writs & restore the property on failure--

6. If then the Plff. in replevin does not prosecute his action by the Defs. right the goods are restored to the Deft. in replevin by writ de. retorno habendo

3 Bl.C. 147.

8 Coke. 147. a. he may retain them until tender of sufficient amends for the wrong by the Plff. in replevin.

Bl. 71. P. 60

8 Coke. 147.

8. Where a distress has been taken if the owner tenders sufficient amends before impounding. the tender makes the subsequent impounding unlawful - and if tender is made before distress this makes the distress tortious: and in both cases an action will lie agt. the distrainer--

2 Vol. 561.

Ch. D. 357.

9. And after trial & judgment for the destruction of the Plff. then makes sufficient tender this will give foundation for an action agt. the Deft.

Of impound-
ing.

5 Vol. 47.

Bl. C. 12.

10. When a distress is taken. it is by Common Law to be immediately impounded. animals are to be placed in a pound - over - goods &c. in pound - covert--

32.

Replevin 11. The writ of replevin is a matter of right & the officer who has authority to issue it is bound to do it of course upon security given

4 Bae. 373.
Co. Lit. 145.

Of Distress. 12 The chief cases in which distress may be

Ent. 3. 353.

3 B.C. 67. made are two. 1. When cattle are taken damage fea-

-sant; 2. Where rent is in arrear: there are ^{other} cases in

which distress may be made at Common Law but they are now very much abrogated

3 B.C. 148.

13. By the Common Law this action lies in all cases in which distress is taken except where the distress is founded on a Capias in withernam

2 Will. 41.
Exp. 2147.

14 If on the writ de re. ha. the distress cannot be found then the Deft. may have a sci. fa. agt. the security and subject them for the damage sustained

15 In the first place & that of cattle distrained. Damage feasant & secondly in case of goods attached

Damage-feasant 16 Where cattle are committing damage feasant the owner has and the owner has ^{his} election

Replevin either to take his remedy by Respondeat Quare Clavum fregit - or to distress them: if the owner however distresses & the cattle escape thro' his neglect - he entirely loses his remedy.

Salk. 248.
2 Ray. 720.
5 Bac. 179.

17. And again if the cattle taken should die thro' his fault - he also loses all remedy - the reason is that where a person takes his election between a remedy by his own hands & an appeal to a Court of Law he must abide by his election & run his chance.

12 C. 147.
13 C. 31.

18 By common law writ of replevin could only issue out of Chancery - but the Stat. of Marlbridge enables the sheriff of the County to replevy cattle distrained immediately without resorting to Chancery - the Stat. is prima facie law - here

Co. 21. 47.
3. 16 C. 13.

19. By the common law the owner of cattle distrained is not bound to replevy, but he must bear the expense of their keeping, unless they are in prison Court - in which case the distress must be at the expense.

20. There is a very striking analogy between the taking

34

Replevin

12. Nov. 563.
S. Bac. 177.

a discharge of an imprisoned debtor - if the creditor
suffers the debtor to escape thru neglect - or by want-
ing discharge he loses his remedy - the imprisonment
in one case & the imprisonment in the other - so not-
discharge the debt or duty &c

June 21.

2 H. 17. 527.

1. When cattle enter on land thro' insufficiency in
the owners fence the latter is entitled to no damages
but if part of the fence is good & part bad & the cattle
enter thro' the good part he is allowed to distain
them

2. If however cattle enter from the highway they
can be distained, whatever the fence might have
been. because by the common law cattle are not
allowed to be at large in the highway

3. The principle upon which an owner is liable for
damages done, i. e. that for mischief done by an
animal in consequence of an instinct or disposition

12. 25-7.
1 May. 606.
11. 4. 601.

common to the species, the owner will be liable -
but for mischief done by cattle from a disposition
not common to the species the owner is not liable without science

Re'slevin 4. Hence if one dog bites another the owner is not liable without - he has had previous notice that the dog was addicted to these practices

4 Robt. 13.
Cro. Jac. 330

5. But in case when the owner is not liable without -
since it is agreed that the vicinity is not trans-
-missible altho it is ^{the} gist of the action, that is, it
can only be denied by the general issue

30 L.C. 13

6. The distinction of cattle damage per seant - cannot
make use of an animal distinction. - otherwise
he becomes a trapsper ad inittu

41 Jac. 373

7. In this action the title to land is frequently brought into
question - hence it has been frequently the inconvenience
called a trac action

8. All distresses must be taken in the day time ex-
-cept the single case of cattle taken during the night

Co. Lit. 142
3 B.C. 11.

9. In this latter case it is allowed to distress them
immediately to prevent their committing further
mischief

10. A distress of cattle damage per seant - must also be
made while the cattle are on the land, - the same rule.

36 *Replevin*
4 Coke. 22.
Co. Lit. 142.
Exhib. 360

formerly held with regard to distress for rent-
viz. that the distress be taken upon the demise- this
now is non-sense.

10. In the case of *West v. Wood* the landlord might have
taken as large a distress for as he pleased & the owner
had no remedy: but now by the Stat. of *West. 1. c. 10.*

West. 1. c. 10.
Stat. 581

52. Henry III. *excepimus* distress is prohibited: and the
remedy to the tenant is by action of *Deceit* on the case
but if the distress is of gold or silver coin the action
is *Deceit*.

1 Br. 590.

11. Distress for rent is incident of common right to
those cases only in which the owner of the rent has
the reversionary interest in the demise.

Ed. 5. 215.
Co. Lit. 142.
Exp. 355.

12. Thus, if a tenant in fee simple makes the
demise- he has of common right a power to dis-
train. - but if the tenant in fee parts with this
estate & giving a rent-charge he has no right
to distress without a special power, given him to
that effect. - Now however distress is now inci-
dent to all landlords.

Replevin 13. By some English Statute the writ de returno habere.
is taken away. And in case of distress for rent by Stat.
12 Charles II. see Stat. C. 150.

Measures of 14. Wherever the Plff is allowed to attach goods on
Attachment. mesne process. the writ of replevin is allowed to
issue by which the goods are returned to the Def.
on his putting in security to restore them on judgment.

Stat. Conn. Sec. 1000 of 1808

15. The action of replevin for goods attached
is however now an extraordinary writ.

16. This writ of replevin must be returned to
the Court from which the original attachment
issued. And the recognizance is also returned
to the same Court.

17. It has been decided in this State, that if
the goods of B. are distrained on as property of B.
cannot have replevin for these goods.

18. If the cattle of a feme sole are distrained
for any cause, & she marries her husband may
replevy them in his own sole name - the cattle become
his immediately upon the marriage.

Exp. 375
Dec 24 53

Replevin
Exp. D. 375

19. If the owner of goods or cattle dies while they are in the custody of the law his Ex^t or Ad^r may replevy them

Brace P. 53.
Exp. D. 374

20. If the several goods of several persons are distrained together they cannot join in one action of replevin: for their rights are several & of course their remedies must be so

2 Show. 41.
Exp. D. 374

21. If goods distrained in a foreign country are brought into this they cannot be replevied here - if they are distrained in New York they cannot be replevied here: for all claims upon which distresses are allowed at Common Law are local & of course the remedy is local

4 Bac. 385.
Exp. D. 372

22. This action lies only for personal chattels in this respect it resembles Tress & Detinue it has therefore been said that this action will not lie for the title deeds of land. Because it is regarded as a monument of the land & attached to the locality

23. This rule however was laid down when it

Replevin was supposed that replevin would only lie for things taken by distress - but if according to the modern opinion replevin will lie for a tortious act - then it must follow that the action of replevin will be sustained for the recovery of the title-seeds.

24. Replevin like trover is said to be founded in property, and therefore it is a good plea in bar that the goods were the property of another.

Cure. 22.

Of the Pleadings.

2 Sam. 184a.
4 Bac 388.

The declaration in this action charges the taking of the goods on certia & demands damages - where there is a plea the Deft. may either deny the taking or justify it -

Sac. W. 54.
Sack. 5.
5. Mod. 84.

2. The general issue in this action is non caput. But where there is any justification it must be specially pleaded.

2 B.C. 157.
2 Sam. 195.

3. If the Deft. justifies the taking, as because they were damage feasant - he is called the avowant & the plea is called the avowry. But if one justifies in sight of another as of his master, he is then said to make consequence.

Case

Bul. n. 61.
S. R. C. 15.

4. An avowry & Consequence partakes of a two-fold nature. It is similar to a plea False to a declaration. It is a defence to the action & also claims damages. And a replication to the avowry is ~~also~~ in nature of a plea in law & is therefore called a plea to the avowry.

5. When the doer wrongs or makes Consequence both parties are regarded as actors, as both demand damages.

2 id. 117.
Salk. 25.
Exp. 2. 396.
C. mod. 103.

6. An Avowry is in nature of a declaration in many respects for if the doer avows - he is entitled to judgment quod recipiat: An Avowry need not conclude with a verification like a common plea in law.

Carr. 340.
L. Ray. 422.

7. When Tenants in common are seised in Replevin they may now severally for rent due them. so if land be -
= belonging to Tenants in common, is held by a Tenant -
they distress for rent - they must make several avowies.

End of Replevin

June 22. 1824

Attest.

T. J. 1824 on the Case ex delicto.

Cases in which
this action lies.

1. This action lies I. for wrongful act not accompanied with force II. for culpable neglect or omission III. for consequential injuries occasioned by act which are forcible

Case 2. Thus to illustrate these cases - of the first kind is slander malicious prosecution - malice praxis in a physician - fraud &c. if the second class is neglect of duty in the bailee of goods, neglect of a servant - of an officer of law - of an attorney &c. - Of the third class, are all those actions laid with a per quod - as in the case of battery on a mens servus - by which (per quod) the master loses his service. This is a consequential injury - the Causa Causata. -

2 C.C. 122.
Mud 180.
10. Rep 881.
17. Rep. 167

3. Actions on the case are not, as a general rule, known known to the Common Law, they arise from the equity of the Stat. of Westminster 2^d. - which provides that where there is no writ at Common Law the party injured may pray out a writ "adapted to the circumstances of the case" -

3 Rep. 89.
2. 76 C. 57.
2 Lev. 29.

Difference between Trespass and Case.

4. The difference between Trespass & Case is radical. for if an action of Trespass is brought where Case is the proper one, the mistake is fatal. -

6. 5. Rep 125.
2. Mud 181.
ante 986

5. Where there is no force at all in the act complained of, it sounds in Tort. the remedy is always Case. but where the original act was forcible, in some cases Trespass lies, in others an action on the case -

9. W.C. 206.
6. T. Rep 129.
2. Wils. 313.

6. - The general rule of discrimination is this. - if the injury is immediate, that is the injury is occasioned immediately by the

Case * 11. Where however, there is an intermediate Agent inter-
posed & gives the force put-in motion a new direction
the injury is consequential

Sta. 636.
E. S. 599.

12. Again if A. erects a spout upon his house in such
a manner that it gives the water a direction
upon B.'s house the remedy of B. is care. The first cause
is the erection of the Spout but the intermediate cause
is the falling of the rain! But if A. by stopping a
head of water causes it to flow in B.'s land trespass
is the proper action.

me 23.

1. On this subject the case of *Chapman & Scott* is a
leading one, it is sometimes called the *squirrel* case

2. B. L. R. 892. a squirrel was put in motion & after bounding &c.

injected in a persons eye & put it out. The party
injured sues - Perhaps agt him who threw the
squirrel & it was held that the action well lay.

S. R. 104, 188.

E. S. 592.

24. Feb. 117.

2. If one negligently or wilfully drives his carriage
against that of another he is liable in trespass, for
the act is forcible & the injury is immediate.

S. R. 104, 188.

E. S. 592.

3. If A. discharges a gun & the wadding communicates
fire to another's property, the remedy is care. The first
cause is the discharge of the gun, but before the fire
commenced that cause had caused the wadding to be in
a state of rest before the fire was kindled

Care - If A. defending himself in front, strikes B. who is behind him, involuntarily, he is liable in Trespass. For the damage is the immediate consequence of the act.

1 B. & P. 472.
5 Alk. 446.
2 Camp. 464

5- If a servant in performing his masters business commits a forcible injury, the remedy agt him is Trespass. But if an action is not agt the master the form of action is Care. For the masters liability is founded on negligence or want of care in selecting his servant. The force is not imputed to the master.

2 H. Bl. 442.
5 T. Rep. 649.
1 East. 100.

6- There is a modern case, the principle of which is not very obvious. "A. wilfully runs his vessel agt B. D. - here Trespass lies. But if it is done negligently, Care lies" Now according to the principle stated above (see 2.) this cannot be correct - in both cases Trespass is the remedy.

2 T. R. 188.

note 25, 26.

The first rule or distinction obtains only with regard to the immediate Agent or actor for if the injury is immediate, yet if it was the act of a servant the master is held liable - Care is the only proper remedy.

5 T. Rep. 188.
2 H. Bl. 442.

8- Where Care lies for consequential damage occasioned by a forcible act the force & arms may be stated. Whether the original act was lawful or not is not the criterion as to the form of action.

2 Bl. R. 890.

3. M. C. 52.

2. May. 917.
1. M. C. 252.Case in
which the
negligence

9. Case ex delicto. lies for a great variety of misfeasances & nonfeasances - but a mere neglect for which this action

lies must be an omission of a duty imposed by law.

10. Thus a finder of goods who takes them into his possession is bound by law to keep them safely & properly. If proper care is omitted he is liable in case.

Co. D. 103.

11. So also for any neglect of official duty, when it occasions injury to a third person, the officer is liable.

Of Agents.

12. This action will lie agt an agent for not effecting insurance according to his instructions - it lies in 3. Cases.

1. When an agent has effects in his hands belonging to his principal & is directed to procure insurance on them.

13. 2. When an agent has been in the practice of insuring for another & has given no notice of his intention to discontinue he is liable if he does not insure upon receiving instructions to that effect.

14. 3. If one accepts bills of lading sent to him on condition of his effecting insurance, he will be liable if he does not insure agreeably to the condition.

15. Again. This action will lie even agt a voluntary agent that is one who receives no compensation. provided he proceeds to execute the commission. - want of consideration will not support an action provided the agreement remains entirely executory. But the moment

1. M. C. 74.
2. May. 185.
3. M. C. 157.1. M. C. 74.
2. May. 185.
3. M. C. 157.

Case the contract is entered upon the party becomes liable for any omission

Unskillful-
ness in bus-
iness -

2. May. 214.
2. May. 319.

16. Where a person performing business for another in his profession does it unskillfully & carelessly he is liable for the damage but if the undertaking was not in the line of his profession he is not liable for want of skill unless he has made himself so by a special agreement. As if cloth is delivered to a shoe-maker to be made up, he is not liable for his want of skill unless he has bound himself specially.

Est. D. 601.
3 B.C. 122.
2 May. 214.

17. In case of an undertaking in physic or surgery, if the party undertaking does not make the practice a common profession he is not liable for neglect or want of care unless he has bound himself to that effect.

Rob. D. 601
1 B.C. 90-5
2 B.C. 52.

19. This action will also lie agt any one ^{by} whose culpable neglect, the health of another, has been impaired.

As agt an Innkeeper who sells bad wines

18. This rule however is rather too broad. (see Sec. 17.) and doubtless he will not be liable for want of skill, but I conceive he will not be excused for a gross neglect.

1 Ford. 110.

20. The law always implies a warranty on the part of the vendor of provision. This is an exception to the general rule on this subject. the maxim in most cases being caveat emptor. the exception is founded on a regard for human health.

time 24

Case

1. Another species of injuries for which this action

Salk. 662.
Ex. D. 601.
ante 20. 8. 9.
of mischief
done by animals -

lies is for mischief done by animals. A general rule on this subject was laid down under Replevin

Cr. Car. 254.
2 Reg. 606.

2. For injuries done by animals ferae naturae the owner is liable without notice

Of Disturb-
-ance -

3. This action now lies for wrong - is called a disturbance and by a disturbance is meant the unlawful inter-
-ruption of a right - chiefly of an incorporeal right.

3. N. C. 241.
9 Cor. 112.

4. If a person disturbs a right of way, he cannot be sued in trespass, because there is no possession in the other party - but he may be subjected in case for the disturbance to the other right.

Of Sheriff

2. N. C. 313.
2. Cor. 144.

5. This action lies in many cases agt. Sheriffs - as if a Sheriff has arrested one on mesne process & refuses to take bail, he is liable in case

Hob. 180.
2. S. Rep. 127.

6. The action also lies for a rescue & may be maintained by the pff. in the process. And in this case the King may assess the whole original demand, for which the party rescued was arrested, or any smaller sum

3. N. C. 62.
Ex. D. 657.

7. In a mesne original process the action also lies & in this case the action may either be maintained by the pff. in the process, or by the sheriff from whom the rescue was made

2. Cor. 109.
2. N. D. 610.

8. This action also lies agt. a sheriff or other officer for a false return upon a writ - as if a Sheriff returns non est

1. N. C. 336
Salk. 650.
Ex. D. 615.

Case

Lay. 321.

When the Left might have been found: it lies also
 agt an Officer for omitting to execute legal process when
 it is his duty to do it—

Attorneys

W. L. 55.
 3. 2617.

9. There are also many cases in which an Attorney is
~~not~~ liable in this action— viz if he is guilty of any
 of his duty by which his client is injured.

10. An Atty may be liable also to the adverse party—

3. 2617.
 1. 11. 207.

Thus where an Atty's Client has been non prosd & the Atty
 clandestinely entered judgment for his client he was held
 liable to the opposite party—

11. If in a suit bro. t agt B. John Stiles should appear
 in court personating B. & confess judgment— B. may have
 this action agt John Stiles.

Magistrate

Exp. 2. 18.
 1. 2617.

2. Agt Magistrates for neglect of duty— this action lies—
 as if he refuses bail— to authenticate deeds— to issue
 process when required by law—

3. 2617.
 1. 2617.

13. But if a person having commenced a suit &
 effected a compromise neglects to countermand
 his writ he is not liable in this action unless it was
 willfully omitted.

Of an Officer
 Corp. Court in
 Case of False Re-
 turn—
 Doug. 134.
 2. 2617.

14. The action lies also agt an Officer— or Corporation as the
 case may be, agt a Court— for a false return to a Mandamus—
 But since the Stat. of Anne. allowing a Mandamus to be trans-
 =ferred there is no necessity for this action—

Cade
Bailees &c.

15. For any breach of Trust in a bailee the action lies of the Bailee on the that degree of care which the Law requires of him. he will be subjected

to the same rules - as if in a contract of Trust - the owner has his election to sue in case of a default on the express or implied contract of bailment

By Action, his action is that of a ship-owner, there being more than one, there is this distinction - if the action sounds in tort one or any number may be sued, but if it sounds in Contract all must be joined

16. For any fault to the injury of another, a Post-Master is liable to the injured party - but a Port-Master is not liable a Common-Carrier liable for letters, notes, &c. lost thro' the neglect of his subordinate officers

17. Innkeepers are liable in this action for property lost at their houses belonging to a guest - & neither sickness nor non-same-memory will excuse an Innkeeper in this case

Of Fraudulent
Sales and
false warranty

20. A very comprehensive class of wrongs, & in which this action lies is that of deceit & fraud in the sale of goods. and in the first place it will lie for a false warranty to the injury of the vendee: here the action may be brought on the warranty considered as a contract - or an action sounding in tort for the false warranty may be brought.

Case 21. When there is a sale of land in the sale of Real Estate the Common Law rule is, that an action for the deed will not lie, nor as the vendee takes title under the deed, he can protect himself by proper covenants in his deed. & if he does not, he has no remedy, it is his own fault. But in this County it is a different rule, that where a deed is made in a deed, the action should be allowed.

22. When there is an express warranty in the deed of personal chattel, and accompanied by any collateral stipulation & the warranty is false at the time of making it, the vendee may support an action on it, without returning the property or giving previous notice to the vendor of the defect.

23. But if the warranty is accompanied by an agreement that the vendor may take back the property & refund the price in a certain event - as if the goods prove unsound, the vendee cannot have an action on the warranty, till the condition is complied with.

24. And if in these cases the vendee has complied with the agreement - he may have an interdict or a specific action on the warranty, at his election. - so that ^{if} in an action of indebit

assumpsit short, the contract is disaffirmed - an action on the warranty is lost in affirmance of the contract. -

25. And if the condition is not complied with the vendee cannot have assumpsit - but he may sustain an action in the case founded on the contract of warranty.

Case
me 25.

Env. - 274
w. 818.

1. Where such a contract is not thus re-voided by returning, the property under it will not lie because the contract is still open.

2. But if goods are merely warranted sound, & there is some without any agreement to return them the buyer may retain them & sue on the warranty to return them without the sellers coming in debt. q. d.

I find an action lies not only in case of a warranty, but in case of a false affirmation:—but the action will not lie if the lender has been guilty of any culpable neglect:—

4. Thus, where the vendor declared that B. would give \$100 for the property, it was held, that the vendee was not entitled to rescind for the false affirmation because he might have discovered the truth;—the same rule holds in the case of visible defects.—

2. But a special warranty may maintain an action even for known defects - as if a vendor procures a tumour upon a horse, if the vendor warrants that the tumour shall never injure the horse, the vendor may have an action. Should the warranty prove false - an action however ~~could~~ never have been maintained, if the warranty had been general -

6. And this action on a warranty in the sale of goods is sustained even tho. the vendor has immediately disposed of the goods.—

The N.York it has been decided to - I have sold goods to B. & C.

Case
John 57.

in the vend or i. to defend the title—

Exp. 2. 32

6. Again this action lies on the vend or fraud for artfully
concealing known defects— in this case the vend or has
his election of two remedies— either an action for the

Exp. 2. 80

2 Roll. 15.

fixed consequence— or he may sue for a warranty for the
concealment of known defects & a warranty in law—

John 509

Exp. 2. 243

7. If goods are disposed of by a bill of sale or a deed, there
can be no implied warranty— if there is no warranty express
none can be presumed. "expressum facit. tunc tacitum"—

23. Rep. 57.

Cart. 90

34. Rep. 57.

12. Ind. 109.

10. It is also when the vend or commits a fraud, by a false affirma-
tion with respect to the title to the goods in action— may be
sustained— but it is necessary to support the action that the affir-
mation should be known to be false by the vend or at the time he made it

11. But where an action is brought on a warranty, it is not necessary
that the vend or knew it to be false—

12. A sale of personal chattels however implies that the vend or
has title, unless it appears to have been a bargain of bargain—
for the contract of sale presupposes a title: the very words
dedi et concepi, in a deed implies a warranty of title—

13. He who purchases property without a warranty must run
his chance— cannot imply says the law but if he has been
induced to purchase with a warranty on account of the false
& fraudulent representations of the vend or, he may have
an action for this fraud—

1. Ind. 110.

32 Rep. 51.
 Mar. 2. 26.
 38 Am. 271.
 6. Hb. 81.
 2. Hb. 25.

4. Again this action lies for an injury occasioned by any false affirmation made to deceive another tho' the person making it has no interest in the transaction, but it is not possible to the support of this action that the party should have known the affirmation to have been false.

Deceit

Am. Eli. 90.
 Mich. R. 36.

5. This action lies also for any kind of cheating or passing a false bill or personating another &c.

6. It was always a rule of law when an action is brought for goods sold without any fixed price that

1 Colly. 97.
 1 Ex. 43.
 7 East 479.
 8 Hb. 483.

the vendee or hire may show that the work was not properly done or the goods of no value, and it has been lately decided that where the price of goods was settled the vendee may reduce the damages by showing any defect in them.

1 Colly. 190.
 8 Hb. 483.

7. Further it has been determined that if the vendee does not assent to the claim by showing the defect ^{permits to a} ~~permits to a~~ recovery for the stipulated amount he must bear the loss & cannot afterwards resort to an action.

1 Hall. 100.
 Cro. Jac. 225.

8. If by a wrongful act & done by an innocent person liable over to a third person, I am liable over to this innocent person for the injury I have occasioned to him. As if I direct my servant to cut down a tree belonging to my neighbor & the servant has been subjected I am liable over to him for the damage he has suffered.

Obstruction
 of Public Rights.

9. Where a public right is obstructed by a private person, an action lies for the injury done.

Case

12th. 12.
8th. 72.
18th. 92.

individual, he may sustain an action for the damage he has himself sustained - but he must state & show special injury. Thus where the inhabitants have a right of passage over a ferry late pre. If the ferryman refuses to transport one unless he is paid he may be subjected in his action.

21. If one should do damage to a bridge & an individual is injured by it he may have an action for private damage - but it is settled that if the individual could have easily have avoided the injury, he shall not recover.

OF NUISANCES

3 M. & P. 216.
9th. 58

2. A great class of injuries for which this action lies is for nuisances in general - as if one obstructs another's ancient right the latter may recover.

Pro. Reg. 118.
L. Mas. 116.
Pop. 49

Exp. D. 636.
18th. 400

22. It was formerly held that to support an action in this case the right must have existed immemorially. Now however it is settled that a long enjoyment of rights is sufficient to maintain the action in England an enjoyment of 20 years is considered of sufficient duration.

June 26

1 Ser. 122.
Exp. D. 636.

1. If a man builds a house on his own land & then sells it to another neither the vendor nor any person claiming under him shall obstruct these rights tho tho they are not ancient.

2. A house on the street is entitled to the privilege of an ancient dwelling to obstruct these rights is an injury

2 Wils. 461.
3 Bl. 12, 924.
3 Bl. C. 217.

For which the action will lie before 20 yrs. enjoyment
but the mere obstruction of a prospect is no nuisance

no Eli. 191.
Exp. D. 637.

is no bar to a subsequent action for the same cause, every
continuance is a repetition of the original wrong.

Salk. 460.
20 Jac. 373.

4. The author cannot discharge himself from liability;
by leasing or assigning the land to another even for damages
arising subsequently. the assignee or purchaser is liable
for any nuisance which may arise during his possession

11 East. 392
Exp. D. 636.

5. For the obstruction of ancient lights, also, an action
lies in favor of a lease for years or reversioner or remainder-
man, or it is an injury both to present possession & to the
inheritance.

3 Bl. C. 216.

6. This action lies for the injury of overhanging another
house or land, or to throw water on another's property.

Exp. D. 638.
9 C. 11, 592.

It also lies for erecting a factory the vapour of which
is injurious to property - to crops - trees - herbage &c.

1 Wils. 174.
1 East. 208.

7. It also lies for turning an ancient water course
from the mill of another. the person tho. whose land
water runs has a right to use it - He may irrigate his
land but it cannot be diverted. but a right adverse

1384, 400.
2 John 241.

to the original or natural one may be acquired by
20 years adverse possession

8. For any violation of the elective franchise this

56.

Case

2 Vent. 28.
Salk. 19.
Est. 3647.

action lies. as if an officer refuses to accept ^{the vote of} a legal

vote. the returning officer is also liable for a false
return of votes. but whether it will lie agt. an officer

Salk. 502.

6 Mod. 45.

1 Nels. 127.

where the office is a seat in the Legislature is questio

vexata

4. Another injury for which this action lies is, an

Co. El. 908.

5 Co. 93. a.

obstruction of legal process. If a Sheriff is prevented

by a ~~stripper~~ stranger from executing process. the Plf.

may have this action agt. the stranger

The Declara-
tion -

Yell. R. 183.

5 T. Rep. 541.

10. In declaring in a Special action on the case ^{no} precise

form is required - there is no indispensable technical phrase

=ology as there is in formed actions.

End of Essay on the Case

"Negative writs"

the

- "Haudamus"

306 C. 110.
Salk. 429.
1 Vent. 175.

1. This is a negative writ issuing from the Court of Kings Bench & it answers in some degree to a Bill in Chancery.

Where issued

Don. 506.
4 Mod. 251.
1 Vent. 175.

2 In this country the writ issues from the highest Courts of ordinary Jurisdiction & is grantable only in those cases which relate to government or the Public & without which there would be a failure of justice.

Discreet
3 Bar. 1267.
Don. 506.
18 Feb. 148.

3. Its object is to enforce obedience to acts of Parliament - the Kings Charters & to prevent disorder from a defect of Police. In England it issues ^{only} where there is no other specific & adequate remedy.

Class. in writs
- civil & criminal

110 Am. 93.
Ch. D. 661

4. In general, it lies to restore a person to some corporate or other public right of which he is deprived, & to admit him to some privilege or office unjustly withheld from him.

3 Bar. 528.

5. And lies usually agt. some public officer, body Corporate or Superior Court - commanding a performance of some official or Corporate duty.

3 Bar. 528.

6. This is also a writ mandable stricto iuris & the issuing it is not discretionary with the Court.

Exh. D. 661.
Sta. 1003.
1157.

7. The particular instances in which it lies are - 1. Agt. a Corporation to compel ^{them} to proceed to an Election.

1 Vent. 175.
4 Bar. 1999

8. 2. To restore a person to every kind of Corporate office of

Mandamus

70th. 176. which he is illegally deprived or kept out -

20th. 431.

31st. 113. 552.

2nd. 871.

Carth. 487.

Salk. 299.

1st. 305.

Exp. D. 663.

Corpora?

to his successor in office -

June 28.

1. It is not fixed by any very definite rule what parties

offices concern the administration of justice & there have

been many controversies whether certain offices are of a

public nature or not -

2 But it has been decided that the offices of Mayor of a

City Com. Councilmen Clerk. &c. &c. come within this

description. viz. that they are offices of a public nature.

3. It lies also to restore one to the office of Attorney in an

inferior court -

4. But offices in order to come within this rule must be per-

manent & certain for an office depending on a voluntary

subscription is never entitled to this writ, but the quality of

permanency does not require the office to be a freehold.

if it be an annual office to which there is a salary or fee

annexed it is sufficient -

5. When on the other hand the office is merely private,

the writ never lies as to restore the off. of any private off.

association when deprived of his office -

But an officer in a Turnpike Corporation is sometimes entitled

to this writ for an association of this kind incorporated is of a public nature

17th. 146.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

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Exp. D. 666.

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11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

11th. 143.

Exp. D. 666.

Mandamus

1. Writ. 266. It never enforces an act when it is uncertain whether the party complained of has a right to do that act or not. It has been decided that the writ does not lie to compel a Bank to transfer stock.

2. Writ. 708. It never lies to compel any Court or Magistrate or other person to do an act or body, which lies at their discretion as to compel a Court to continue a cause, & to grant a New Trial.

3. Writ. 384. It never lies to compel a Court to continue a cause, & to grant a New Trial. If several have been deprived of Corporate Offices or rights each must have a separate Mandamus, & on one writ cannot state many the wrongs being distinct so should be their remedies.

4. Writ. 433. Writs of Mandamus are not usually granted in the first instance on motion, supported by Affidavit, & will to show cause is generally given in the first instance.

5. Writ. 433. But there are two cases in which the writ issues immediately: 1. Where the case is urgent & forbids delay as where a motion was for a Mandamus to the Depts to sign a poor rate. 2. Judicial Cases. By general cases is meant cases of general notoriety.

6. Writ. 433. It never issues unless the party complained of has been in fault: it therefore never lies to prevent an omission of duty.

7. Writ. 433. It is never directed to a Sheriff to be executed but to the party complained of, commanding him to do the act required or show cause to the contrary, if he does neither a peremptory order issues.

Mandamus

to return the writ if the party then dissolves, he is liable to attack men for contempt of Court.

2 S. Ch. 699

Exp. D. 673

1 S. Ch. 587

17. And tho. the thing to be performed is to be done by only part of the Corporation, yet may the writ be directed to the Corporation at large or to that part only who are to do the act required.

3 B. C. 111.

18. If on the rule to show cause the Def. does not do the act or return sufficient cause to the contrary the writ of Mandamus issues in the alternative but if sufficient cause is returned there is an end of the suit.

1 B. C. 111

S. Ch. 72

Exp. D. 648.

2 B. C. 481

Exp. D. 648.

3 B. C. 543.

19. If the Def. does not do the act or return could not be traversed out an action on the case lay for a false return. This rule is now altered by Stat. 9. Ann. C. 20. & the Def. return may now be traversed by plea or otherwise.

20. If the Plff. prevails by verdict or default or in any other way he recovers his Dam. & Cost & is barred of an action for false return.

3 B. C. 111.

Exp. D. 648.

-

pl. n. 601.

Exp. D. 655.

21. But further if Plff. prevail he is not only entitled to Dam. & Cost but also to a preemptory Mandamus if the return upon the face of it is insufficient in law he was, at Com. Law, entitled to an absolute one.

2 B. C. 544.

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2 B. C. 544.

2 B. C. 544.

22. This action on the case for a false return lies agt. the Corporation at large or the part guilty. & when the Def. suppress a material fact this renders the return false & subject to the party to this action.

Mandamus

1 Har. 584.
Esp. D. 685

20. When the writ issues agt a Corporation, if one or part
were opposed to the false return, the guilty only are
subjected, in the action for damages.

Carth. 171.
1 Ad. Reg. 564
2 Str. 808.

21. If it issues agt several, the action on the case for false
return, may be either joint or several for it is founded
on a tort - but it does not lie ^{ag^t} any of those who voted agt
the return - for the action lies agt individuals thro the return
is in the name of the Corporation

Punishment for
disobedience
Cro. Car. 146.

22. The punishment - upon the Attachment for disobeying
the peremptory Mandamus is fine & imprisonment - & sometimes
even infamous corporal punish^t.

12 H. 428.
Esp. D. 686

23. If the action for false return be brot. in one Court - & the J^{dy}
has a verdict, & the rule to shew cause from another, the
application for a peremptory Mandamus must be made
in that Court & from which the rule to shew cause issued
in which the record of recovery in the former Court is
conclusive evidence of a false return.

24. If the party to whom the writ is directed, fails in respect
to the Court or offers any indignity, he is liable for contempt.

June 28. 1824

Title.

Prohibition

1. This is also a prerogative writ - issuing generally from
the Court of Kings Bench in order to prevent an

3 M. C. 1. 1.
4 300 960.

inferior Court from deciding Cases out of its jurisdiction

Prohibition or to prevent them from deviating from the course prescribed by law

2. But the writ may issue & sometimes does out of Chancery.
Holt. 11.
1 H. 476. Court of Com. Pleas or the Exchequer

3. The writ is not directed to a Sheriff but to the inferior Court - Complainant of & the party prosecuting in that Court must always be founded on a suggestion that the cause is out of the jurisdiction of the inferior Court or that they are deviating from law.

Salk. 549.
Holt. 79.
2 May 1311.

4. The first proceeding is to obtain a rule to shew cause. That is the Court must be called upon to shew cause why a writ of prohibition should not issue. In some cases the suggestion must be accompanied by an affidavit. If however it appears clearly from the face of the proceedings that the Court is travelling out of its jurisdiction then there is no need of an affidavit.

June 27.

Holt. 68.
Salk. 33.
2 May 220.
Salk. 65.

1. Whether the granting of this writ is a matter of strict right or discretionary is much debated. On the whole it is pretty well settled that it is discretionary.

2. After granting a rule to shew cause, if the matter suggested is sufficient then the writ issues commanding the Court to show not to hold plea of the cause. But if the matter is insufficient the writ is refused.

3. Holt. 113.

3. If the question is one of difficulty the Court directs the complainant to declare in prohibition. The declaration

Prohibition

63.

3. W.C. 118.
125-125-

alleges that a prohibition has issued & the Dept. has never-
theless proceeded. This is a mere question & is not traversable
instituted merely for the purpose of raising up the question
fairly-

3 W.C. 114.
3 W.C. 248

* The declaration in this case must follow the sugges-
tion, & if there is sufficient cause shown. The judgment for nomi-
nal damages is given, & a prohibition is issued. But if
sufficient ground is not proved, the Court gives a writ of Condi-
tion which in effect ends the suit--

3 W.C. 114.

1. When a writ of prohibition may issue after a prohibition
has been awarded, which is a revocation of the prohibition--

W.C. 111.
4 W.C. 262.

2. Disobedience to the writ is a Contempt of the Court
which gives it is punishable by fine imprisonment & the
party prohibited commences a new suit in the same cause it amounts to a Contempt, it--

3. In the attachment for Contempt not only is the party
punished for the Contempt but the Complainant recovers
his damages & costs for the prosecution of the suit--

End of "Prohibition"

W.C.

"Habeas Corpus"

W.C. 129.

Of its object

The writ in practice is the most important of the re-
spective writs it is a writ by which a person is removed
from inferior Court, &
may be brought before the superior Court in some
special purpose--

1. Habeas corpus ad testificandum - This writ lies in favor of one

who has cause of action agt. another who is restrained by an inferior Court, to bring him into the Court above to have him there charged.

2. Habeas corpus ad satisfaciendum - This issues where judgment has gone agt. a party in prison & the diff. wishes to bring him up to remove him with Execution.

3. Habeas corpus ad faciendum et recipiendum - which lies where a person confined or by process of an inferior Court, wishes himself to be removed to the Court above, to be there tried - This is sometimes called a Habeas corpus causa - i.e. cause. The record of the Court below is also carried up by certiorari - This writ instantly supercedes all proceedings in the Court below.

3 W.C. 130.
3 W.C. 211.
2 Mod. 306.

5. There are cases however in which this writ will not be granted, tho' it is called a writ of right. It will not

2 W.C. 15.
Salt. 8.

issue when its effect would be to abate a ^{local} writ. The writ indeed issues but all proceedings upon it are put at an end by a writ of procedendo.

3 W.C. 5.
3 W.C. 5.

6. Habeas corpus ad testificandum - This issues when a party to a suit wishes to produce a prisoner as a witness.

1 Sid. 13.
1 W.C. 13.

7. It was once held that the Sheriff who bro't up a prisoner on this writ was guilty of a voluntary escape. This case never was law - there can be

1 Mod. 116.
Holt. 202.

but if a Sheriff in this case gives his prisoner any unnecessary liberty, he would render himself liable to an action for voluntary escape.

Corpus 8. But prisoners of war can never be bro't up by this writ into any Court. - for Courts of Law have no jurisdiction whatever over these prisoners - the power over them is solely lodged in the Executive branch of the government. -

9. Hab. cor. ad subjiciendum - this is a writ directed to a party holding another in Custody either lawfully or not, commanding him to produce the prisoner to do, submit to & receive, whatever the Court may award in that behalf. This is the great Constitutional writ - formed to protect the liberty of the subject - it is regulated in England by the Stat. 15. & 31. Charles II. -

10. This issues from the Court of King's Bench & Chancery, & by fiction it is now issued by the Com. Pleas & the Exchequer - but where the party for whom this writ is prayed is committed for a crime the Com.

Pleas & Exchequer can only take bail or remand the prisoner. -

11. Under the Stat. 16. & 31. Charles II. the full benefit of this writ is given to the Com. Pleas & Exchequer.

12. This writ like the other prerogative writs is directed to the party detaining the prisoner - commanding him to produce in Court the body of the prisoner, with the cause of his detention - and if the party does not produce his prisoner - it is at his peril.

13. If the prisoner produced is wrongfully detained he is discharged - if otherwise he is bailed, if the offence is bailable or ordered to stand his trial.

14. Since the Stat. of Car. II. any Judge of the English Courts may discharge a prisoner & a person may be discharged who committed by the King or his ministers.

1 Burr. 631.
30 C.C. 131.

2 Burr. 856.
2 Mod. 198.
30 C.C. 131.

2 Wray. 618.
30 C.C. 131.

30 C.C. 134.
5 Mod. 22.

30 C.C. 135.

66.

Bills of

10 mod. 489.
5 ALE. 136

15. But if a person committed on Execution in a Civil Cause
in Conviction of a Crime is that up, he cannot be discharged for
the question of bail is passed

125.
128.
982.
606.

16. This writ lies in favor of a ward unduly restrained of liberty
by his guardian - for a wife restrained by her husband or a child
by his father - further the writ may be issued on the application
of a third person.

17. Disobedience to this writ is punished like disobedience to
the other prerogative writs as a Contempt.

18. By the Court of the U.S. This writ cannot be suspended except
in 1. 89. when the public exigencies require it, that is, in time of rebellion
or invasion. and in ^{these} cases it can only be suspended by Congress.

End of Prerogative Writs

Site

Line 30. 7

Bills of Exchange

Law-Merchant.

1 BLC. 75.

2 BLC. 128.

Ch.B. 28.

1. This is one of those titles which can describe the Law Merchant
this Law has been called a particular Custom. This however
is incorrect - the Law Merchant is a branch of the Common
Law - being composed of particular usages of the Mercantile
world

3 BLC 436.
Ch.B. 13-4.

2. The Law Merchant was formerly confined in its operation
to merchants only, except in case of foreign bills. Now but
a merchant could be a party to an inland bill. This rule
in modern practice has been entirely exploded.

Exchange

Definition of bill of EX:

2 W.C. 466.

3. A Bill of Exchange is an open letter of request—addressed to another requesting the latter to pay a sum of money either to a third person or to any one to whom that third person shall desire it to be paid—or to the bearer.

1 H.W.C. 602
W.C. 13.

4. Originally, Bills of Exchange were only used to facilitate distant-remittances—in short, a bill of Exchange is in legal effect an assignment to the payee, of a Debt from the Drawee to the drawer. As if A. in London owes B. in N York \$1000. B. pays B. \$1000. & takes a Bill on A. for that amount.

3 W.C. 1527
Ch.B. 47.

5. A bill of Exchange may be drawn to A. or order—or to the order of A.—or drawn payable to A. or bearer—or to bearer.

Ch.B. 13.
W.C. 467.

6. The person who draws the bill is called the drawer—he upon whom it is drawn, the drawee, if he assents the payment, he is then called the acceptor—he to whom it is ^{to be paid} drawn the payee—and if the payee directs it to be paid to another the latter is called the indorsee—lastly the person in whose possession the bill is, is called the holder.

Negotiability

Ch. 75109.

1 H.W.C. 602.

7 W.C. 248.

7. A Bill of exchange differs from a common Draft or order in being negotiable—a negotiable instrument—is one in which the legal as well as equitable interest may be assigned to a third person, who is not originally a party to it—and the consequence is that that person to whom the debt is transferred may sue upon it in his own name.

8. The rule of the Law Merchant—that a bill of Exchange is

Bills of negotiable, is opposed to the general ^{rule} of the Common Law with respect to Choses in action - the Common Law prohibited the assignment of Choses in action - that is the legal interest in a debt created or secured by a written instrument cannot be transferred. much less can a parol contract. Hence it follows, that the obligee in a bond, or the party entitled to the interest in a Chose in action may at Law release the debt, even after an assignment. If A. gives a bond to B. B. transfers that bond to C. yet B. may by a release to A. destroy that bond given.

72. Rep. 663.
Ch. 13. 6.

10. In this country however this rule has been greatly relaxed. in N York it is entirely exploded - if the party to whom the assignment is made gives notice to the obligor, or the assignee, and if the obligor pleads a ^{release & on} assignment - the obligee. a replication that the obligor had notice of the assignment will destroy that defence.

130. Cas. 411.
144. M. 531.
3 B. C. 425.

11. Courts of Equity however have always protected the assignment of Choses in action, provided the assignment was perfectly legal. It follows therefore that the equitable interest in a Chose in action is assignable.

26 L. C. 442.
Ch. 13. 4.
C. 13. 4. 8.
595. 6. 42.

12. But tho at Common Law a Chose in action cannot be assigned yet the assignment is good at Law as between the parties to it and therefore the assignee may have the benefit of the debt & may use the assignor's name in its recovery. And the assignor may be subjected for a breach of this implied covenant.

Saich 185.
Ch. 13. 177.
M. C. 133.

Exchange
47. Rep. 341

13. It is a clear rule of law that the assignment of a chose in action is a sufficient consideration to support the promise by the assignee to pay a sum of money -

42. W. 690.
2 W. 683.
3 Ke. 304.

14. If the assignment is under seal & the assignor receives the amount of the chose, an action of Covenant-broken, may be maintained by the assignee - if not under seal the action of Assumpsit, may be supported by the assignee - and an action may be supported even on a parol assignment -

15. The equitable interest of an assignee of a chose in action has been for several purposes, recognized in Courts of Law.

2 Ch. 13. 5.
13. W. 618.

Thus where the assignor of a bond has become bankrupt - a suit may be maintained upon the bond, for the benefit of the assignee - now in this case the bankrupt could not maintain the action - a plea of Bankruptcy, would defeat a recovery.

8 Mass. 245
10 Id. 216
13 Id. 304
14 Id. 107
15 Id. 387
See Mass. 245
304 - 216

16. According to the decisions in N York choses in action are at this day virtually negotiable, except that the name of the assignor must be made use of in suing upon them -

So also in Massachusetts -

Rep. 1. 47.
1 W. 6370.
72. Rep. 357.

17. Generally in actions on simple contracts the Plff. must prove a sufficient consideration, but where an action is brought upon a specialty, the law presumes a consideration.

2 W. 645
2 Ch. 13. 51.

18. But upon a Bill of Exchange, tho' it is but a simple contract it is not necessary for the Plff. to prove a consideration - *prima facie* a consideration is presumed. In this respect therefore a bill of Exchange resembles a specialty. The reason for this generally, is for the purpose of, preventing

2 Pol. 297
3 Id.
72. Rep. 351.

frauds upon third persons into whose hands the bill may come

Bill of 19. The rule, in short, results from the negotiable character of the instrument - ~~what is an exception~~ but there is an exception to the rule, where the holder not being a party to the bill, claims merely as the bearer, it being transferred to him by mere delivery - in this case the holder must prove a consideration - that he came by it fairly & bona fide for ^{possibly it might have been stolen or found by him - (a)}

3 Bar 15-23
Ch. B. 51.
(a) In an action on a bill of exchange, the plaintiff is bound to prove that he came by it fairly & bona fide for value. If he cannot prove this, he cannot recover. (b) If the bill is stolen or found, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (c) If the bill is lost, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (d) If the bill is destroyed, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (e) If the bill is altered, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (f) If the bill is forged, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (g) If the bill is counterfeit, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (h) If the bill is void, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (i) If the bill is illegal, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (j) If the bill is inoperative, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (k) If the bill is unenforceable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (l) If the bill is unpayable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (m) If the bill is uncollectible, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (n) If the bill is unobtainable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (o) If the bill is untransferable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (p) If the bill is unassignable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (q) If the bill is unalienable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (r) If the bill is untransmissible, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (s) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (t) If the bill is untransmittible, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (u) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (v) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (w) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (x) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (y) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value. (z) If the bill is untransmittable, the holder cannot recover, unless he can prove that he came by it fairly & bona fide for value.

July 1st -

1. So also the Deft is never in general, permitted to prove that he rec^d no consideration for the bill, except when the action is just by the person with whom he is immediately concerned in the creation or negotiation of it -

18 C. 441.
Ch. B. 51.
Sha. 674.
2 T. Rep. 71.

2. Thus, if an indorsee brings the action against the acceptor, he is not allowed to show that he rec^d no consideration - but if the payee sues the drawee, the latter may show that the bill was merely for accommodation - in such cases the case depends on the facts, &c. &c.

2 C. 146.

3. It has been doubted by some, whether want of consideration can be shown as between the immediate parties, but the rule above appears to be well founded -

Hyd. 283.
Ch. B. 52.
37 Rep. 87.

4. But where one takes a bill after it is due, the party sued is permitted to show a want of consideration - notwithstanding he may make any equitable defence. The reason of the rule is that the transfer of such paper, when it becomes payable at a fixed time, would be to suppose that some thing was wrong in the regular course of business, such transfer is incorrect in the words of the law.

Exchange "it carries its own title upon the face of it"

5. The rule is sometimes stated thus - that the Deft. may avail himself of any equitable defence which was known to the Plt. and it is so in the City and in Bankers. The Deft. may not avail himself of any defence which would have been good as between the original parties."

1 Wils. 290.
3 B. Rep. 83.
7 H. Bl. 423.
Ch. B. 114.

6. A bill drawn in London after it becomes payable the Deft. may then want of consideration.

Ch. B. 12.
3 M. & S. 86.
Inland & Foreign Bills.

Bills of Exchange are of two kinds, inland and foreign. Inland bill is one drawn in one country & payable in another - an inland bill is payable in the same country.

I have always conceived that a bill drawn in one of these states & payable in another, is a foreign bill - and in case before us,ington & at the Circuit in Penn. this opinion was adopted.

Bankers Checks

3 B. & M. 1519.
7 H. Bl. 423.
Ch. B. 16.
5 B. & M. 635.

A Bankers check is similar to a Bill of Exchange - they are always drawn payable to bearer. They are readily negotiable, and if dishonoured the same proceedings are had upon them as upon a bill of Exchange - for commercial purposes there are treated as cash.

These checks in England are always payable on demand, when thus payable, however if the holder does not demand payment within reasonable time & the banker fails, the holder must bear the loss. What is reasonable time was formerly considered as

1 H. & M. 341-2.
12 B. & M. 744.

a question of fact for the Jury. But as different theories would exist, different Courts have thought it safe to consider this question as

1 St. 415-
2 H. Bl. 910.
Wheat 482.

Bills of one of them to decide the - is to be given the Court
judges if reasonableness of the time.

Parties. 11. As to the parties to this instrument = It is well settled that any
12th. 1822.
Salk. 125-
Ch. B. 19.
2 Binn. 116.
12. a having understanding & legal capacity to contract may
be a party to a bill of Exchange - and a corporation may be a
party by delegation of power -

12. But persons who contract as sole trustees, or of some
sort. Cannot be parties -

13. - a bill is drawn, accepted, or indorsed by a party ^{not} capable
of contracting is - will be valid as to all the other parties
to it, who are capable - as if A. makes a bill payable to B.
in full pro jure & B. indorses to C. in full - and no one
can say - now D. cannot come up - but he could not say C.

14. - the original parties to a bill are three - the drawer drawer
payee: in the course of negotiation other parties are added
but it is not indispensable that there should be three parties
1. - may draw a bill on B. payable to himself & order
2. - may draw a bill on B. payable to himself & order

15. - It need not be a valid bill of Exchange with
only one party - as A. may draw a bill upon himself pay-
able to his order - this being indorsed is a complete bill of Exchange -
16. - a person not originally a party, may become such by
the negotiation of it in the course of indorsement - all
the indorsers become parties -

17. - but a mere stranger, may become a party to a bill by

Exchange

accepting it for the honor of the drawer, or any of the indorsers.

Cuth. 129.

Ch. B. 23.

Hed. 153.

It is called an acceptance ad hoc - but if a Bill is accepted the acceptor neglects to pay it, any stranger may become a party by dishonoring it.

Agents.

6 Mod. 36.

12 H. 564

Ch. B. 23.

18. A person may also become a party to a bill not only by his own act, but by that of his agent properly authorized. And a partner in trade, when acting for the firm, is the authorized agent of the firm: - i.e. the party is said to draw the bill by procuration.

Co. Lit. 52. a.

Ch. B. 24.

19. And as the act of the agent is only ministerial, persons incapable of binding themselves may act as Agents, as infants, femes-covert = outlaws &c.

Cuth. 664.

Ch. B. 24.

20. An agent for this purpose may be constituted without deed - It may be done either by deed or by writing or sealed or by parol merely - and a person signing his name on a blank paper

14 Bl. 313.

Cuth. 446.

Ch. B. 25.

by delivering it to another - authorizes the latter to fill up that paper with any amount - or it may be converted into indorsement in blank.

12 H. 705.

Ch. B. 29.

21. But in drawing, accepting or indorsing for a principal the agent must do the act in the name of the principal, otherwise he will be bound himself. The principal not being obliged to signify which shows that the person acting is agent is sufficient - the best form is "A. B. by C. D. his Agent"

Cuth. 155.

Ch. B. 296

17 H. 207

22. So also one of two joint-drawers may act in acceptance in the name of the firm - with provided the Bill concerns the firm jointly: - and again, if a bill drawn on a firm, is accepted

Bills of - liability, or, and in a certain sense - bills of exchange. - They are bills payable two months after date, and are valid, - since bills payable when a certain day comes, & specifying the day, on which we arrive at that age, is good. -

Stat. 70c
3 Aug. 481.
Doug. 571
7 Feb. 533.

13. But there is a difference between a bill drawn on a particular bank & a ^{more} mention of that bank in the bill out of which the drawer may reimburse himself. -

Stat. 1271.
Ch. 85.

14. The second requisite is that the bill be payable in money. - The reason of this is, that these instruments are designed for the mere purpose of facilitating money remittances, & for the purpose of exchange. -

2 Stat. 1072.
1872 - 60.

15. If the instrument is deficient in the requisites, it is not to be inferred, that it is of no use. - It is not to be sure, a bill of exchange, yet it is good evidence of a parol contract, & will support an action. -

Stat. 706.
1872 - 61.

16. The instrument is the bill of exchange, & it is not to be inferred, as if the drawer gives the reason for making it. -

Stat. 1271.
Ch. 85.

17. The foregoing bills are usual to draw sets of three, so that if any one is lost, another may be presented - but in this case each bill must refer to the others & be payable only in case the others of the same tenor & date are unpaid. -

18. There have been cases of bills drawn in favour of fictitious payees. - these bills have created great contention, it has been finally settled that such bills are in legal effect - payable.

1 H. Bl. 386.
1 F. Rep. 182.
2 H. Bl. 288.
Ch. B. 47-61.

-able to bear - as agt. all prior parties who knew the drawee to be fictitious: but - as agt. others who did not know the fact it is entirely void. -

Soult. 5-
2 Ves. 309.
Ch. B. 112.

10. A bill made payable to one person for the use of another is a valid bill - but in such cases he to whom it is made payable must bring the action - the other has only the equitable interest -

Carth. 403.
Ch. B. 189.
2 Wils. 553.
2 Str. 1212.

17. Another cardinal requisite to a bill is that it contain operative words of transfer or in other words operative terms of negotiability - these operative words are to A. "or order" or to the order of A" - and it seems that the words "assigns" will have the same effect -

1 Reg. 1481.
8 Mod. 267.
Hyp. 61.

16. It is now well settled that the words "value recd" are not necessary either in the original bill or any indorsement of it - it carries prima facie evidence of consideration. -

2 Cain. 248.
Ch. B. 87.
1 Esp. N. 261.

19. A bill may be drawn accepted or indorsed for the accommodation of another - as if A wishes to obtain money he may draw a bill on B. payable to C. or order - now the acceptance of B. is only for the accommodation of A. - here there is in fact no value for the bill - and if B. is sued upon it, he may show that there was in fact no consideration - & the indorsee can recover from B. no more than he paid for it. -

20. But where a bill is drawn for money actually & the drawer gives a bill of Exchange to pay his debt, the indorsee will recover the full amount of the ^{bill} ~~debt~~ - as if B.

Bills of the drawee given over to the drawer the amount of the bill - Now any indorsee may recover of B. the full sum - it is in substance an assignment of a debt due from the drawee to the drawer -

31 B. 52.
1 B. 1. N. 261.

21. A Bill is said to be drawn in the regular course of business, when it is drawn for a debt actually due or by way of payment for property purchased or labour done - it is in short the converse of an accommodation bill -

July 3^d

1 B. 2. 445.
2 B. 15. 82.
1 B. 1. 614.

1. In a case in which a party may have the benefit of consideration in any assignment - the consideration was illegal - as between the parties who were in immediate privity - illegality is a good defence -

Illegality in
Consideration

6 B. 1. 61.
1 B. 1. 61.

2. And a third person knowing the consideration to have been illegal at the time of taking it - cannot recover - but in general any holder of a bill, or fair consideration, having no knowledge of any illegality, may recover upon it -

3. If A gives B. a bill of exchange in consideration that B. will smuggle goods for him - B. can never recover on this bill - the law will not help him - but if he indorses it to C. or any bona fide holder he will recover - this rule however is one that cannot be

1 B. 1. 300.
8 H. 1. 890.
1 B. 1. 157.
1 B. 1. 445.

precluded of any, in negotiating the instrument - As if a bill is given on such consideration, there can be no recovery but -
4. To the general rule in favour of a bona fide holder there is an exception when the state law has declared the contract void for the

Long. 346.
2 H. 36. 347.
Ch. 13. 53.

protection of one of the parties in such case there can be no recovery agt him, when the law was intended to protect the other may be agt other parties.

Sta. 1154.
Case. 356.
1 East. 46.

5 Upon this principle it is that if A is indebted to B. on an usurious contract & gives him a bill of Exchange, B. cannot recover upon it - nor can any subsequent holder - and the rule is the same where a bill is given for money lost at play.

6 And further where the drawer of the bill is the party intended to be protected the acceptor will not be liable because this would virtually render the drawer liable.

9 Mass. 1.
8 Mod. 175.
2 Ph. 22.

7 But in these cases, as before remarked, there may be a recovery agt any party, whom the stat. law was not intended to protect - any number of successive indorsers are all liable.

2 Ph. 22.
3 Day. 12

8 If a bill of Exchange is forged in the name of A. as drawer or B. as drawee & that bill is indorsed, the indorser will be subjected.

1 East 94.
Arch. 103.
1 East 172.
8 D. 2. 380.

on the other hand if a bill which is good in its creation is indorsed upon an usurious consideration, the indorsement is void - but the original bill is good - no party will be protected but him who indorsed the bill upon the usurious consideration.

9 But the usurious indorser himself - cannot recover upon this bill agt any

Construction. party - because a person cannot acquire a right of action out of his own breach of law.

2 Ath. 32.
Ch. 13. 58.
2 Ath. 141.
2 Ben. 244.
1 H. 66. 126.
2 D. Rep. 342.

10 Bills of Exchange like all other mercantile instruments are construed liberally - the instrument is generally construed according to the lex loci - the rule of the place where it was made will govern.

88.
Bills of Exchange - in general, the time of payment is to be determined by the bill, drawn at a certain place, and payable at another place, the custom of the trade is to preserve, the time of the bill is that the bill is payable at the place where the bill is made payable, is to govern the time of payment.

Ch. B. 5-9.
2 Stat. 738.

5 Stat. 48.
2 Stat. 738.
Ch. B. 5-9.
2 Stat. 738.

2. The extent of the binding force of the contract, is to be determined by the lex loci contractus, but the form of the remedy is decided by the lex loci, that is, according to the rule of the place where the remedy is sought.

3. It is a rule, that the bill of exchange is not void while in the hands of the

4 Stat. 320.
5 Stat. 738.
2 Stat. 738.
Ch. B. 5-9.

holder, or any subsequent holder, in a material point, without the consent of the drawer, or acceptor, or holder, or indorser, of the alteration can recover upon it, of the drawer, or acceptor.

4. The rule is strict, that the parties to a bill of exchange, for if the bill is altered in any respect, whatever, the bill becomes utterly void.

5. The rule above last does not hold in favor of the acceptor, unless

at Supra
Seam, 184.

the alteration is made after the acceptance in the one case - the indorser in the other - but the rule is otherwise, if the alteration

Obligation
of Drawer.

Ch. B. 5-9.
2 Stat. 738.
Ch. B. 5-9.

is made before the acceptance, or the indorsement.

6. The obligation of the drawer, by the act of drawing a bill, the drawer implicitly engages, that the drawee will inform at the place of payment, that he is legally capable of accepting, that he is solvent, that he will accept in writing, but lastly, that the presentment will pay it, and the same implicit engagement is incurred by every indorser to his indorsee, & to every subsequent bona fide holder.

3 Stat. 57-8.
2 Stat. 738.
Ch. B. 5-9.

Exchange

If there is a failure in any one of these implied engagements the

1 Br. 669.

3 H. 1689.

6 J. 139.

3 Wils. 16.

3 John. 202.

drawer becomes instantly liable for the whole amount of the bill.

Thus if one draws a bill upon an infant - the moment this is discovered the drawer is liable - the holder need not wait for the time of payment - and the same rule holds with respect to every indorser -

Hays 217.

Ch. 11. 64.

18. This obligation is irrevocable, either by the act of the party incurring it, or by any collateral act. Thus, if a bill is drawn on a foreign merchant & the drawee is forbidden by the laws of that country to accept, this does not discharge the drawer -

19. But the holder may lose his privilege by culpable neglect - on his part -

by 7. H.

Presentment
for acceptance

H. 11. 551.

Ch. 11. 56-7.

1. It is in some cases necessary in most cases expedient for the holder if he receives a bill before it becomes payable to present it for acceptance - When the instrument is payable within a limited time after sight or request, presentment is indispensable for otherwise the time of payment would never arrive -

2. But when a bill is payable within a limited number of days or months to the order of the drawer there is no absolute necessity for presenting the bill for acceptance until it becomes payable -

and 115.

3. While a bill is payable, even at a certain time after sight - the presentment may be excused by the holder showing that the drawer had no effect in the drawee's hands - the reason of this rule is, the legal presumption is, that the drawee is under an obligation

H. 11. 550.

2 John 177.

Ch. 11. 302.

Exchange

1. Acceptance - acceptance is engaging to discharge a bill.
 1. Ch. B. 115 The drawer has an agent duly authorized he may accept
 2. Ch. B. 25 it is not enough that the holder has been bound to receive
 such an acceptance -

11. Ch. B. 63 If the drawer is an infant, or an idiot, or a lunatic, or a
 minor, or any other person who is incapable of contracting, he may
 be immediately liable to the drawer -

11. Ch. B. 71 If the drawer is an infant, or an idiot, or a lunatic, or a
 minor, or any other person who is incapable of contracting, he may
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 be immediately liable to the drawer -

15. Ch. B. 71 If the drawer is an infant, or an idiot, or a lunatic, or a
 minor, or any other person who is incapable of contracting, he may
 be immediately liable to the drawer -

10. If a person in a holder is not a holder in due course, and the bill is not accepted, it may be a bill of exchange, but the notice of the acceptance to the drawer or indorser - the latter will not be discharged, but if he takes an acceptance different from the tenor of the bill he gives no notice to the prior parties they are discharged from the bill.

Stia. 648.
2 St. 1182.
117 Me. 190.
18 N.Y. 182.
Ch. B. 74-5.

11. What amounts to an acceptance is a question of law - the facts being given, the Court decide upon them.

13 N.Y. 186.

12. An absolute acceptance is one to pay the bill according to its tenor - an acceptance may be by parol - the recent usage is universally to require one in writing - the mode is by indorsing on the bill, "Accepted - C. B." or by merely signing the name in blank. And if the drawee merely writes the word "accepted," it is sufficient to bind him - his hand writing being proved.

100. 74.
Ch. B. 74-5.

13. In a case in which the drawee wrote the word "seen" in another case in which he wrote "presented" in another in which he wrote the day of the month. It was held that they all amounted to an acceptance - indeed it seems as if a "for" or "indorsement" will amount to an acceptance.

Ch. B. 76.
112 N.Y. 170.

20. But an engagement to accept when obtained by fraud or misrepresentation will not be binding. The rule is rather too narrow to be between the parties, rising to the law, it will undoubtedly hold but not as to bona fide purchasers -

exchange

2. If the drawer writes an acceptance on a distinct paper, it is sufficient - i. e. the drawer acknowledges an acceptance of the bill.

22. But an acceptance may be implied - but to constitute

18 Apr. 17
Ch. B. 98.

this, it must be shown that the drawer, induced the holder to believe that it was accepted - i. e. if the drawer keeps

18 Apr. 6/11.
Ch. B. 3. 71-9.

the bill for an unreasonable time, it may be construed as an acceptance, tho. this presumption may be rebutted.

23. In short to sum up the doctrine of implied acceptances

18 Apr. 80.

1. It is held that any act of the drawer which gives credit to the bill induces the holder not to protest it is regarded as an acceptance.

Stia. 1152.
2 Wils. 9.
Courts. 571.
Stia. 648.

2. If the acceptance on a certain contingency is a conditional acceptance - as, this I accept on account of a ship when her cargo is cashed.

25 But an acceptance originally conditional becomes absolute

18 Apr. 182.

at the moment the contingency happens - If the acceptance is in writing, any condition intended to be annexed to it, must also be in writing - for a verbal condition

Song. 286.

Ch. B. 81.

will not avail the acceptor as against any subsequent holder unless he had notice of it, at the time of purchasing the bill.

July 8th

1. A partial acceptance is an unconditional one but varying from the

Stia. 214
1 Wils. 286
Ch. B. 171, 81

term of the bill - as to pay part of the bill - to pay part in goods &c. - but this, like a conditional acceptance the holder may refuse if he ^{will} ~~will~~

18 Apr. 182

2 And if he does take a partial acceptance he must, if he wishes

Bills of

Ch. 85-
12th. 182.

5. ^{Ch. 85-12th. 182.} The drawer - give notice to him of the nature of the acceptance, otherwise, he loses his claim: - if he gives notice of non-acceptance generally, when he has received a partial acceptance, he waives all benefit from this claim -

6. By an absolute acceptance, the acceptor is of course bound to pay the bill according to its tenor - by a conditional or partial acceptance according to the acceptance -

7. As to all third persons, however, the acceptor is bound to pay according to his acceptance, tho' he rec'd no consideration - according to the legal principle that - the construction of the bill is governed by the lex loci contractus, the acceptance is to be construed by the laws of that place in which it was accepted -

8. If therefore a bill becomes void after its acceptance in a foreign country, it therefore becomes void in the courts of all other countries.

9. A partial discharge of a bill is good - after a bill has been accepted - therefore if the holder gives notice to the acceptor that the bill is discharged it is a valid waiver -

Smy 83.
Ch. 83.

10. It has been doubted very much whether the holder by receiving part of the bill ^{of the drawer} & endorsing an endorsement on the bill for payment of the residue does by this means discharge the acceptor & conceive that it does not -

Ch. 156
Smy 84.

11. As to the effect of an alteration of the acceptance a case was decided as follows, a holder altered a partial acceptance into an absolute one, he then presented to the acceptor & paid to pay it

Exchange the holder then at free will may decline to acceptance - the
 4th ed. 556
 2d ed. 85- Court would then he might recover upon it - the drawer's case
 is very questionable -

17. When a future consignment to the acceptor & the profit from it
 is the consideration of the acceptance, if the holder takes the bill of
 2d ed. 81- exchange pro-se discharges the acceptance, because he has rec.
 the very consideration of the acceptance -

18. The act of acceptance under the terms of it import nothing
 11th ed. 156.
 1st ed. 185.
 2d ed. 86. to the contrary, always implies that the acceptor has effect of
 the power in his hands -

19. Simple acceptance in common form, therefore always raises the
 presumption - and it follows that - if after the acceptance the
 drawer has been compelled to pay - he may then maintain an action
 on this very bill ag. the acceptor - it is true this presumption may
 be rebutted but the onus probandi is on the acceptor -

20. Between the acceptor & the payee & every indorser it is
 11th ed. 190.
 2nd ed. 156. entirely immaterial, whether the acceptor had any effect
 of the drawer, for a want of consideration cannot be alleged
 as regards the claim of a third person -

21. If a holder dies leaving his acceptor as his Executor, the
 latter is discharged from the bill, & where the accept-
 2d ed. 299.
 2nd ed. 511. - or is discharged the drawer & indorsers are necessarily
 discharged - for the acceptor's obligation is primary - that
 of the others is only secondary -

73ills of

Ph. 13. 54.
86-158

Notice of
non-accept.

5 Bir. 2670. 15 =
15 Rep. 712.
Long. 658. 22

Bills of 14. In case of a refusal or suspension to comply with the request contained in the bill - in every case in which the holder presents for acceptance but is refused or a partial or conditional acceptance is offered the holder must give notice or he loses his claim on the other parties.

Ph. 13. 54.
86/58.

Notice of
non-accept.

5 Br. 2670/5 - This notice is rendered necessary in order that the prior parties may take the measures to secure themselves -

15 Feb. 712.
Long. 658.

12 Nov. 15.
Ph.B. 89.

12 Nov. 187-
No. 87. ^{of defendant} Insufficient notice of non-acceptance. ^{Plaintiff} ~~note~~ or interest must
prove actual damage sustained by want of notice. This rule is now

17. Reg. 466
 186. 182.
 1 Cent. 41.
 2 H 136-612.
 183. 182.
 191. 203.

*10 May 46. Entirely ex. 1 out of - motion picture taken from front of police station
50. 182.
1 Genl. 47.
2 H 136-612,
Ch. S. 132,
191. 203.*

2511-10, 713
5-16 239
1-15 658
3-16 230

17. If from the date of the bill to the time of payment, the drawer has had no
 27th. 13.
 8th. 239.
 1st. 232.
 28th. 230.
 effect in the drawer's hands, he is not entitled to notice - for in this case
 the drawer has his time & is trying who loses -

3 in. 2, 58.
7 East - 359.

16. But if drawer has effects in the hands of the drawee the fact that he has dis-
-tances no actual damage by the loss of twice, will not dispense with the receipt of note

H. 56. 336.
Eph. R. 302
J. R. 410

17-In the case of a promissory note it was decided that the payee of it, ^{by receiving} in ~~receiving~~ it with full knowledge that the maker was insolvent, can not de-

2 Coin. 343
4 Pouch 161

10 Map 52

Exploded in
this country

2 Univ. 343. found by some that the note was not paid by the maker & that the holder
of March 161.
10 map 52
had no notice of the non-payment - the principle was that ~~Good~~ ^{as the} ~~that~~ as the
^{holder} ~~exploded in~~ ^{exploded in} this country
and once knew the maker's insolvency - he of course knew that he
was himself liable =

2nd - Tho the indorse has effect to the hands of the drawee, yet if

Exchange

18th. 1855.
Ch. 13. 88.

the drawer has none he cannot defend for want of notice - but the indorser can - His is sufficient to entitle the drawer to notice of non-acceptance at all events. If he had effects in the drawers hands at the time he drew the bill even tho he might have withdrawn them before the time of payment -

Supp. 497.

18th. 1855.

Ch. 13. 88.

21. The ground of this rule is that every holder receives this bill. If the drawer gives it with an understanding that he is not liable without notice of non-acceptance.

July 9th

18th. 1855.

Ch. 13. 88.

1. If the drawer has beforehand informed the drawer that he can not accept, even that is not sufficient to discharge him from notice, in case of refusal to accept.

Ch. 13. 89.

2. If the drawer absconds, he is not entitled to notice of non-acceptance - because to be entitled to notice the party must be in communication with him.

Ch. 13. 89.

3. No immediate notice will be excused by death sudden illness or any inevitable accident, provided it be given as soon after as possible.

Ch. 13. 101.

4. If the drawer makes a conditional acceptance, which is complied with by the holder, he need not give notice to the prior parties, because when a condition is complied with, which moves from the holder it becomes absolute.

2. Suppose a bill is drawn for \$1000. - The drawer accepts for \$500. - Now if the indorser wishes to hold the prior parties to the whole amount, he must give notice of this partial acceptance, but they are at all events, holders for the \$500.

Supp. 492.

Ch. 13. 89.

18th. 1855.

5. In case of an indorser's bill where it is dishonored any intelligible notice of this fact is sufficient - but in the case of a foreign bill, then

Bills of
Protest.

must be a regular protest - and this protest cannot be supplied by
the calls of any witnesses

Hed. 136

7. This protest is regularly the act of a Notary public. - His office
certifies the fact of presentment & refusal

1 Show. 164
Ch. 3. 90

8. As to a protest made in one Country, full credit is given in
every other Country - by the public and judicial authorities, this protest
can only be made by a Notary public.

Sh. 6. 101
Hed. 137

9. If a bill is directed to the drawee at A. requesting payment
to be made at B. the protest may be made in either place.

Ch. 3. 92

10. As to this protest there must always be annexed a copy of the
bill for the purpose of identifying it.

11. It is not necessary that a copy of the protest should be sent

1. 1. 1. 571
1. 1. 1. 571
1. 1. 1. 571

to the principal parties. They may be informed that a protest has been
made & in the production of the protest is evidence in Court
when necessary

12. It is common law in inland bills cannot be protested at all

Sh. 6. 101

Hed. 143

Ch. 3. 93

13. It has no effect to waive but by Stat. 4. 11. 11. A protest is required in certain
cases for the purpose of entitling the holder to damages & costs

Hed. 2. 221
Ch. 3. 94

14. In the case of foreign & inland bills, notice sent by the public mail
is sufficient. If it never reaches the principal parties they are still liable. But

Ch. 6. 505
Ch. 3. 95

notice by mail & notice by the first ordinary stage conveyance is sufficient

15. And a delay beyond the time of the first conveyance may be ex-

Sh. 6. 101
Hed. 143

posed by proof of any inevitable accident & notice of non-acceptance

Notice of protest must be sent within reasonable time to the principal parties

12 Mo. 15. The rule concerning notice given within 2 months was a reasonable time - but in modern practice this rule has been entirely
 13 Mo. 169. O.K. altered, and the established rule is, that notice must be given on
 14 Mo. 197.
 15 Mo. 161. the very day of protest, provided the mail leaves on that day - if not
 upon the next day, that it must leave

16. The particular to whom notice is to be given is to be given in the same place
 17 Mo. 169. where the protest is made, notice must be given on the day day, if possible -

18 Mo. 169. as to who must give notice, it is held that it must be done by
 19 Mo. 166. the holder - but it seems that notice given by any one party who has
 20 Mo. 168. right of action on the bill will come to any other party who has also an interest.

21. If the drawer has no effect in the drawer's hands it was therefore
 22 Mo. 171. not entitled to notice, yet the indorser, if resort is intended to be made
 23 Mo. 171. to him, must have notice - and want of notice to the drawer where he
 24 Mo. 171. was entitled to it, is of no avail as respects the indorser, provided he him-
 25 Mo. 171. self had due notice - no there is an opinion to the contrary

26 Mo. 169. The consequence of a neglect to give notice of non-acceptance may be
 27 Mo. 169. waived or avoided by matter ex parifacto - thus if a party entitled to notice
 28 Mo. 169. voluntarily pays part of the bill this in effect amounts to a waiver of the benefit of
 29 Mo. 169. notice - the rule is the same if under these circumstances he promises to pay it in future

30. It has however been held, that if a prior party entitled to notice, but to
 31 Mo. 169. whom none has been given, promises to pay the bill, but without a knowledge
 32 Mo. 169. of the fact of non-acceptance this promise, not binding - This doctrine has
 33 Mo. 169. recently been overruled - for it is held that a promise to pay implies a
 34 Mo. 169. knowledge of the fact, that the bill has been dishonored - and is binding

35 Mo. 169. 1. The rule concerning notice given within 2 months was a reasonable time - but in modern practice this rule has been entirely
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 52 Mo. 169. notice - the rule is the same if under these circumstances he promises to pay it in future
 53 Mo. 169. It has however been held, that if a prior party entitled to notice, but to
 54 Mo. 169. whom none has been given, promises to pay the bill, but without a knowledge
 55 Mo. 169. of the fact of non-acceptance this promise, not binding - This doctrine has
 56 Mo. 169. recently been overruled - for it is held that a promise to pay implies a
 57 Mo. 169. knowledge of the fact, that the bill has been dishonored - and is binding

92.

Bills of exchange held that a promisor, a party, to take up a bill, without know-

Ch. 13, 102.

ledge - the legal consequences of want of notice, will not bind

him - his doctrine certainly overthrows first principles - and it will

1844-49 still be that - in ignorance of the law, will not excuse a party, it can

- not be averred in a Court of Justice.

2d And hence in the case, that - a house voluntarily paid

Ch. 13, 102. money, thro' ignorance of the law, which would have exempted

him from payment, he may recover back the sum he has paid -

this again is an incorrect doctrine, for ignorance of law is not an excusable fault.

2d And even a conditional acceptance, want of notice may be cured

Sta. 212.

Sup. 71.

1844-49

2d 80.

by performance of the condition before the time of payment arrives.

And in every such case the conditional acceptance becomes essentially

absolutely absolute.

And 1st - In the case of a bill accepted, or non-acceptance, it may be ac-

Ch. 13, 103.

Acceptance

Sup. protest.

ceptance or protest - and it is the duty of the acceptor to give notice of

by any stranger

2. In the case of a bill, in which the drawer himself accepts

1844-49 under these circumstances - as if he is unwilling to give notice

to the drawer - & he may honor the bill - or the indorser -

in this case, he should give notice of protest to the indorser

3. The effect of such an acceptance is to give the acceptor a

1844-49

Sup. 269

1844-49

1844-49

right of indemnity on the bill - for it ^{gives} him a right - in the

bill - as if he were the drawer - it also gives him

a right - as if any prior party -

Exchange

in a simple acceptance however, the acceptor ^{can} only recover of the drawer, in an action for money paid ~~but~~ not expended - not of the others - an acceptance supra protest - reverses the usual rule -

Ch. 13. 104

5 The acceptance in this form is as binding upon the acceptor as if no protest had been made - there are two rules as respects the acceptor's liability & the right he acquires.

2 Ray 575.
3 B. & M. 1672

6 Before stating these rules, I will mention that in acceptance for the honor of the bill & for the honor of the drawer are convertible terms - but where a bill is accepted for the honor of an indorser he must be named - and there may be as many acceptances supra protest - as there are parties on the face of the bill.

Ch. 13. 104

7 1. The liability of such an acceptor with respect to the holder is the same as that of the party for whose honor

1 Esp. R. 113.
Ch. 13. 105.
Key. 153

he accepts as, if it is accepted for the honor of the drawer his liability will be the same as that of the party for whose honor he accepted - viz the drawer, had the bill been dishonored - he therefore may become liable to all subsequent parties -

8 & If there is such an acceptance for the honor of an indorser the acceptor cannot be made liable to any prior party but he may, as to subsequent ones -

Ch. 13. 105.

9 As to the acceptor's right - in the act of acceptance for ^{the honor} of

Bills of particular party - the acceptor acquires the same rights

13 Feb. 269.
18 Jan. 113.

as the party for whom he accepts would have acquired and he paid it himself - & ag^t that party himself for whom he accepted, he acquires the same right as the other parties had against him

Oct. 104

Transfer.

18 Jan. 211.
3 Dec. 197.

10. as to the prior parties liability to him for whom he accepts, the acceptor stands, precisely in the situation of an indorsee.

11. a bill containing operative words of transfer is negotiable all ad infinitum and checks are thus negotiable -

Feb. 252

12. and whether a bill is negotiable or not, that is, whether it contains terms of negotiability, is a question of law

4 Feb. 28.
18 Jan. 607.

13. In general a valid transfer can be made only by the payee or him who has a legal interest in the bill - but tho a stranger by indorsing a bill cannot transfer an interest in it, yet he is bound by his indorsement

Oct. 104

14. This general rule holds as well of bills which are transferable by mere delivery, as by indorsement - again, when a bill is made payable to order & is indorsed in blank by the payee or any as the indorsement remains in blank it is transferable by mere delivery.

15. If a person who receives a bill bona fide & for value

3 Dec. 1516.
7 Feb. 427.
18 Jan. 472.
Oct. 110.

even, this rule does not hold - as if A. has rec^d a bill for value ignorant of the want of interest of him from whom he rec^d it - he may still recover upon it

16. If the payee or holder becomes bankrupt, the right of transfer belongs to his assignees from the time of the act of Bankruptcy committed. - tho' if after the act is committed, he transfers the bill in good faith for value, the latter party will still recover on it. -
 17. On the death of the holder, the right of transfer devolves upon his Ex'r or Ad'r. -

18. If a bill is made or indorsed to two or more jointly, the interest in the right of transfer is in all of them collectively, except when they are partners. -

19. If a bill is made payable to A. for the use of B. the right of transfer is in A. solely. - if a bill is indorsed to an infant by him indorsed over to another, the latter may recover of all the parties except the infant. -

20. This, by the way, is a strong case to show that the act of drawing a bill by an infant is not absolutely void, but only voidable. -

21. The operative act of transfer may be performed before the bill is drawn - and if A. is about to draw a bill & put his name on the back, the bill may then be drawn on the blank side.

22. A bill may be transferred after the time of payment has elapsed. tho' he who takes it - under such circumstances, takes it at great risk.

23. The party who makes the transfer cannot indeed object because the transfer is his own act - but in general such indorsements bind only him who transfers. -

46
Bills of Exchange

1. If a bill of Exchange has been paid indorse it after the time of the time of presentment, the indorsement, will not bind the bill. But if it is made at a time prior in fact, may be indorsed over for the residue.

2. The mode of transfer is governed by the legal effect of the bill. If a bill is payable to a order & is indorsed in blank, it is transferable by mere delivery.

3. The essential words are necessary for a valid indorsement, it is sufficient that the indorser's name be written on the back, or any part of the instrument.

4. The indorsement of a bill may be either in blank, or restrictive. An indorsement in blank consists merely in writing the indorser's name. Such an indorsement, however does not transfer the interest in the bill, it gives him, to sell the bill, or to transfer it to another person, or to make himself an indorser by adding the name.

5. When the holder makes a blank indorsement does in his own name, he must exhibit the bill to the party called upon, it may be done at the time of trial.

6. If there is a blank indorsement, the holder has the right to transfer the bill, or to make over the blank indorsement to another person, who may then transfer it to a third person, who may then transfer it to a fourth person, &c. &c. &c.

End of No. 1.

Title.

"Bills of Exchange" continued

12. ¹ While the indorsement remains in blank an action may be maintained in the name of the indorser - but when the indorsement has been filled, the action cannot be tried in the name of the indorser, because then the interest is transferred.

Don. 130.

Bus. R. 275.

1. Reg. 871.

2. While the indorsement remains in blank, the holder may strike it out & sue in the name of the payee.

3. An indorsement in blank by the payee makes the bill negotiable by mere delivery indefinitely, because any one of the holders may fill it up & make himself an indorser.

4. If the holder fills in an indorsement of the payee in blank, the subsequent negotiability of the bill can now be restrained by any indorsement in full, provided it transfers the interest.

4. Suppose then, that A. indorses in blank to B. & B. indorses to C.

Ch. B. 119.

4. E. R. 270.

Reg. 205.

By the words "pay to C." & B. indorses to D. now any subsequent holder may strike out the intermediate indorsements & fill in the blank indorsement to himself.

5. But - if the payee's indorsement remains in blank, yet if a subsequent holder makes a transfer without paying the interest in the bill, he may stop the negotiability. - Thus if A. indorses in blank as before & B. indorses in "pay to C. for my use". now C. cannot negotiate it further, because he has no interest in the bill, he is merely an Agent.

Bills of

10th R. 182.
Note 2.
Ch. B. 118.

6. If the payee indorses in full naming his indorsee. The indorsee indorses in blank, it is then transferable by mere delivery indefinitely, and this will be the case thro' any number of indorsements, if the last indorsee fills the blank to himself -

7. In the other hand, a bill payable to A. or order never can be transferred by mere delivery, without a blank indorsement -

Lombard 17.
Ch. B. 116.

8. If a bill is payable to A. or order & he indorses it to B. or order - it cannot be transferred by mere delivery - B. must indorse it in blank & then it is transferable ad infinitum -

2d R. 89.
Ch. B. 118.

9. An indorsement in full is one expressing to whom the bill is transferred; such an indorsement made by the payee or any one who has interest, contains a transfer of the interest, unless he, to whom it is made appears from the terms of the indorsement to be merely an Agent -

1st R. 182.
Ch. B. 119.

10. An indorsement by the payee makes the bill negotiable only by a subsequent indorsement by the indorsee -

18th R. 295.
2d R. 126.
S. 118.

And the negotiability of a bill payable to order cannot be restrained even by the payee himself, except by express words of restriction -

2d R. 149.
S. 117.

11. A restrictive ^{indorse.} indorsement is one containing express words, restraining the negotiability of the bill - As if the payee indorses thus "pay to B. only," or "pay to

B. or my use." B. cannot negotiate the bill -

10th R. 299.
2d R. 126.
1st R. 279.

12. But the payee or the indorsee having absolute property in the bill may limit ^B to whom he pleases & thus stop the currency of the bill. This rule was once tho't to be

2d R. 126.
Ch. B. 119.

erroneous - It was supposed that the payee could not by any means stop the currency of the bill -

Exchange / 3. It is said that a transferee cannot be, ^{indeed} after acceptance for less than

S. Ray, 360.
Carr. 466.
Salk. 55.

the whole amount due on the bill: because to indorse fractional parts of the bill, would be to subject the acceptor to two or more actions

14. The rule is confined to the case of the acceptor, it is no doubt correct -

Hd. 109.

the acceptor & endorsee is not bound by it - but the indorser will be bound by his indorsement -

15. But if a bill is indorsed for part of the amount, only before acceptance

Ch. B. 120.
Beau. 266.

the acceptor will be bound by it - here the indorsement being on the bill before acceptance, the acceptor impliedly engages to discharge it accordingly -

16. It need scarcely be added, that, to complete the transfer of a bill,

Ch. B. 115.

the instrument must be delivered -

Stur. 478.
Burr. 674.

17. The transfer of a bill by indorsement is similar in legal effect to

Ch. B. 170.

the making of a new bill: - and on this principle a promissory note

47 Rep. 149.

6 Mod. 29.

Ch. B. 121.

when indorsed becomes essentially a bill of Exchange -

18. It is said in Chitty, that the transfer of a bill if made by bare de-

Ch. B. 122.

154. 200.

livery when made for an antecedent debt or for a debt contracted

at the time of the delivery, subjects the party transferring to an im-

mediate transferee in the same manner as an indorsement to this rule

is incorrect -

19. Thus, suppose that A. purchases of B. goods to the amount of \$1000.

72 Rep. 64.

12 Mod. 244.

67 Rep. 52.

and indorses him a bill to that amount - now as this bill is indorsed A may

subject B. upon it, if the bill is dishonoured: - but as now B. transfers a bill

on this sum by mere delivery - now if A. B. cannot be subjected on the

bill - but he may be subjected for the \$1000.

20. The rule more correctly laid down is therefore, that the m-
 7 Dec. 65
 121. 17
 Ch. B. 123.
 receiving the bill may subject the party to the debt.

but not upon receipt. There is an exception to this rule, where the
 party to whom the bill is delivered expressly assumes the bill as
 payment:—

1. — When one transfers a bill by bare delivery upon a dis-
 count to the assignee that for the payment of a debt the
 assignee cannot recover upon the bill or the consideration
 of it, tho' the bill is dishonored — for the transfer of a bill upon
 discount amounts to a sale & the purchaser of the bill is as
 the purchaser of any other chattel.

July 18. 1. — If the payee of a bill transferable by delivery transfers
 1 Dec. 47.
 7 Dec. 47.
 121. 16
 it to B. who takes it as is holder of it & another bona fide
 receives it for a good consideration, before it is payable, this holder
 may recover upon it agt. the prior parties — the holder however must re-
 ceive the bill before it is payable —

2. — If a bill, transferable by indorsement only, is transferred by a
 forged instrument, it does not carry the interests — but it follows
 4 Dec. 28.
 619.
 that the holder of the bill may recover agt. any of the
 parties liable, even tho' the party to whom he resorts may have
 already discharged, upon the forged indorsement =

3. — If the drawer of a foreign bill, while in his possession
 for acceptance, loses it or delivers it to a wrong person, he
 1 Dec. 27.
 Ch. B. 128.
 must give his own promissory note, to the holder payable

Exchange at the same time the rule of Exchange was:— This rule does not obtain with regard to an inland bill

4. If the drawer of a foreign bill, absconds after acceptance, the holder may protest the bill for better security, unless this security is offered ^{is offered} and he must give notice of his absconding to the prior parties:— This security is to be given by some third person, who engages to pay the bill, & is in the nature of a second acceptance, for the honor of the first acceptor, who has absconded.

2 May. 743.

Bentley p. 22.

Ch. B. 126.

5. If an indorser has been subjected by a holder, it is not very clear from our books, whether, when he resorts to the drawer he can recover the cost to which he has been subjected by the suit ag^t himself. It has been decided in Penna that he may recover on a general money count.

2 Pl. C. 27.

Pet R. 350.

Presentment

or payment.

6. It is a general rule that the holder must present the bill for payment at the time when it is due, payable by the terms of it:— if no time is specified it must be presented within a reasonable time and if the holder

2 Wm 689.

5 Wm 1087.

2 Wm 416.

Ch. B. 170.

does not thus present for payment he loses all remedy ag^t the drawer & indorsers.

4 T. Wm 581.

Bentley p. 162

7. If the acceptor dies before payment, presentment must be made to his Ex^r or adm^r: if there be one. If not, it must be done at his last dwelling.

Ch. B. 71.

132. 136.

8. But a neglect to present for payment may be excused by the same reasons, which dispense with presentment for

Bills of acceptance; but the acceptor himself cannot depend on the ground of delay for presentment for payment: his engagement is absolute. & a delay to present is, rather a favor to him.

10 Mod. 38.

Ch. B. 132.

Ch. B. 133.

Sta. 222.

1 Sam. 93.

Contra

2. It has been said that an action will lie ag^t the acceptor of a bill without presentment for payment: by other opinions however, a presentment is indispensable for the purpose of subjecting the acceptor to an action -

10. If the acceptor engages to pay on demand or after demand it is universally agreed, that there must be a presentment for payment -

1 Esp. 512.

12 Mod. 241.

11. The presentment must be made by the holder or his agent: it is said by Chitty that presentment must be by an agent competent to give a legal acquittance. I conceive however that this qualification is unnecessary, because one who demands a debt is not bound to give an acquittance.

1 Esp. R. 512.

12 Mod. 241.

12. The presentment is also, in general, to be made to the drawee himself: but this is not indispensable - for if an agent is appointed it is sufficient to present at his own dwelling - if the place appointed is the holder's house, there is of course no necessity for a presentment & demand, the acceptor must in this case resort to the house of the holder.

Sta. 1087.

1 Esp. 511.

Ch. B. 136.

13. If the acceptor has removed, or absconded or left the place, the rules which regulate presentment for payment are the same, as those which govern presentment for acceptance.

Exchange

20 Mar. 669.
Steu. 441.
L. Ray. 442.

14- But no presentment or demand on the acceptor is necessary to subject the prior parties yet - no demand on the drawer is necessary in order to subject an indorser.

Ch. B. 143.

15- When there is a day for payment appointed in the bill, presentment is not regularly to be made on that day. for in almost every case, days of grace are allowed.

Days of Grace.

18 sp. R. 59.
Ky. d. 121.

16- Days of grace were so called because their allowance was originally gratuitous - now however - they have become a matter of strict right & are demandable.

Ky. d. 10.
Barn. 303.
Ch. B. 137.

17- Where then, a bill is payable at a given time presentment must regularly be on the last day of grace - but where a bill is payable on demand, it is not usual to grant days of grace; where it is payable at sight, the authorities are not agreed as to the

18 sp. R. 328.
2 Chas. 345.
4 Dec. 147.

18- number of days of grace. - in the State of N. York it has been decided that all bills are entitled to days of grace & also in Penna. & N. C.

Ch. B. 130.

18- The number of days of grace vary in different countries. The number allowed in England & this country is three.

L. Ray. 282.
6 Sp. R. 112.

19- If a bill is drawn payable at a certain time after date or at usance, the day of date is excluded in the computation of the time of payment. - in the case of instruments not governed by the law-Merchant the words "from the date" include the day of the date, but when the expression is "from the day of the date", the day is excluded.

Comp. 714.
18 sp. R. 448.
35 Mar. 623.

20- If a bill payable at a given time from the date, has no

104-

45 Mar. 337. date the day when the bill issued is govern the time of computation.

Ch. B. 139.

7 Bills of

Ch. B. 140.

Hyd. 9-10.

And if by the terms of the bill, it would become payable on Monday. the time of payment is Thursday.

512a. 829.

2 May. 763.

Ch. B. 141.

21- In England & this Country, Sundays & Holy-days are included in the computation: and therefore, if the last day of grace happens on Sunday, presentment must be made on Saturday - but except in this case, presentment before the last day is entirely nugatory.

July 14th

Usage.

Ch. B. 141.

1- Usage is the customary time for paying bills allowed by the usages of foreign countries - the length of these usances is different in different countries: - if a bill is drawn in London at 2 usances, those of London govern -

Ch. B. 141.

2 East. 333.

68. 224.

2. When a bill is payable at a month after sight the computation is by a calendar month: tho in general a lunar month is computed. -

6. T. 11. 212.

3. If a bill is payable at a fixed time after sight, the time is computed from the day of presentment for acceptance, tho that day is excluded. -

Hyd. 125.

Ch. B. 148.

4. The day of presentment - being ascertained presentment must be made within a reasonable time on that day & within the usual hours of business -

Ch. B. 149.

5. Payment must be made, in general, only to the owner of the bill or to his agent: if therefore, after the payee has negotiated the bill the acceptor pays the bill to the payee, the holder may compel him to pay it again -

6- When money is payable on a day certain, the party liable
 1 Sam. 257
 4 J. Rep. 178.
 Exchange may have to the last hour of that day to discharge it -

As to foreign bills however, this rule cannot obtain, because
 Hyd. 121.
 Ch. 13. 967.
 protest must be made on the day of presentment, if payment
 is not regularly made -

7- In the case of inland bills, since there is no necessity of a
 Ch. 13. 147.
 153. 162.
 protest the acceptor is allowed to delay till the last moment of
 Hyd. 121.
 4 J. Rep. 174.
 the day, to make payment -

8- If a holder compares with the acceptor without the consent
 of the prior parties they are discharged - for if he has agreed to
 Ch. B. 183.
 accept or a discount, he cannot resort to the other parties to make
 up the residue but if the holder has rec^d a dividend from a bankrupt
 acceptor, he is not concluded from resorting to the others -

9- It has been said that if a holder has rec^d part payment of a
 2 Ray. 744.
 bill, only as part satisfaction, the prior parties are discharged.
 Wash. R. 271.
 Ch. 13. 160.
 Contra.
 This rule I conceive to be incorrect -

10- A general receipt indorsed upon the bill, not naming the payer
 Ch. 13. 157.
 Peak. 25.
 is prima facie evidence that the payment was made by the acceptor.
 And it is therefore a rule of prudence, that, when the drawer or indorser
 have paid the bill, they should take a receipt in their own names -

11- If payment is refused, the holder must give notice to the prior parties, if he intends
 Ch. 13. 158.
 202. 160.
 45 Rep. 174.
 to resort to them - And yet it has been decided in the District Court of N. York
 by Judge Van Ness, that notice of non-payment is not necessary - The rule however, as
 2 S. Law.
 Journ. 11.
 laid down appears to be recognized by the usage of the mercantile world -

Bills of
18th Feb. 166.

12- When payment of an inland bill is refused, it seems to be agreed that notice of non-payment is not necessary until the following day-

2 H.L. 565-
Sess. 575-

Still however notice is necessary on the following day, or the prior parties will be discharged

Reg. 112.
Ch. 13. 163.

13- When a bill foreign or inland is dishonored by non-payment, payment supra protest may be made by any person for the honor of the

Payment
Supra protest.

drawer-. This rule, as applied to an inland bill is somewhat enlarging, because it is well settled that a protest is not necessary on an inland bill -

14- The true solution I conceive to be that tho. a protest is not necessary to hold the drawer liable to a holder, yet that it is requisite in order to enable him, who has paid for the honor of another, to render that party liable on the bill -

Reg. 113.
Ch. 13. 163.
10th 122.
18th Feb. 113.
18th Feb. 264.

15- If the drawer has no effects of the drawer in his hands, he may pay the bill supra protest for the honor of the drawer & thus acquire a right on the bill -

Ch. 13. 163.
19th 203-5-

16- In general payment for the honor of another should not be made till after protest for non-payment, for he who pays without a previous protest, acquires no right on the bill - but if the acceptor for the

Reg. 114.
Ch. 13. 164.

honor of a drawer or indorser has rec^d. the approbation of either of them, then the acceptor may safely pay without a protest for non-payment

Reg. 113.
Ch. 13. 124.

17- And as any J. Tanager may accept supra protest for the honor of a prior party, so also he may pay supra protest - and the rules applicable to an acceptance for the honor of another will in general well apply to a payment supra protest -

Exchange

July 15thPromissory
Notes.

2 Bl. C. 467.

Ch. B. 165.

1. I now propose to treat more particularly of promissory notes—

A promissory note is a direct engagement to pay to another a sum of money, or to his order, or to bearer generally—(and it is, in substance, a bill of Exchange drawn on one's self—

2. But such a note tho' expressed to be payable to order, or

Ch. B. 166.

Salk. 129.

4 T. Rep. 161.

bearer, is not at Common Law negotiable—indeed they were at com. law regarded as merely evidence of a parol contract to pay the sum of money named—

3. Such instruments however, were made negotiable & put upon the same footing with inland bills of Exchange, by the

W. Supra

Hyd. 19.

Stat. 3 & 4 Anne—made perpetual by 7 Anne—this Stat. in its terms declares that promissory notes shall be negotiable in the same manner as inland bills—

4. It was a question whether promissory notes were entitled to days of grace—it is now well settled in Eng. and that they are entitled to them—

4 T. Rep. 152.

Bul. N. P. 271.

Dony. 6 mod.

to days of grace—it is now well settled in Eng. and that—

5. A promissory note, when indorsed, becomes in effect, a bill of Exchange—and the indorser stands in the situation of the drawer of a bill—the indorsee in the situation of the payee—and the promisor is in the nature of an acceptor of a bill—

Ch. B. 121.

170-167.

Exchange—and the indorser stands in the situation of the drawer of a bill—the indorsee in the situation of the payee—and the promisor is in the nature of an acceptor of a bill—

6. Hence it follows, that the indorsee may declare agt. the in-

L. Ray. 743.

1. Salk. 32.

dorser as the drawer of a bill of Exchange—Bankers cash-notes are also in the nature of promissory notes—

Ch. B. 170.

7. Bank notes owe their existence to the Statutes incorporating

Bills of

such institutions:—and in general, those promissory notes, which we call Bank-notes are payable on demand. They are now universally considered as money to all practical purposes—

2 J. Rep. 554.
686. 535.

8. For the purpose of subjecting the Bank however, they are regarded as mere securities.—

9. No technical form of words is necessary to create promissory notes—it is sufficient that it contains a promise to pay money to one, his order or bearer, and hence, when one made a

8 Mod. 362.

Stam. 786.

1 May 1836.

writing promising to account for a sum certain, it was held that this was a promissory note—

10. The essential requisites to a promissory note are the same as those of a bill of exchange—the note must be payable at a certain time, & not on any contingency, & must be payable in money, & that only—

6 J. Rep. 486.

4 Mod. 242.

45 Mich. 149.

7 J. Rep. 243.

11. A written promise, therefore which has not these two qualities, is not a promissory note—But it is said that as between the immediate parties this writing will support an action as a promissory note—

7 J. Rep. 243.

Ch. B. 33.

12. The most usual action on this instrument is that of Assumpsit—Ch. B. 179. —it is said that this is the only action where there is no immediate privity between the parties—as between the indorsee & the maker—

13. The holder may in general maintain this action agt—

4 J. Rep. 471.

Ch. B. 179.

all the prior parties & generally— but he cannot join them in one

Exchange
Form of
Action.

action, for their undertakings are all several: - by the prior parties is here meant - all those, whose names are on the bill -

14- Thus in the first place, for the payee, this action lies agt.
70 Rep. 64.
12 Mod. 244.
15 East 7.
the acceptor, the drawer & the indorser, & for a remote indorser
versus all the prior parties -

15- But the assignee by mere delivery cannot maintain an action
in-supra on the bill agt. him, who delivered it to him - tho he may sue
the other parties on the bill -

16- So too, the action lies by the drawer agt. the acceptor, if
Ch. 13. 180. he has been compelled to pay it - Chitty says, that an action
will lie agt. the drawer by the drawer, for a refusal by the
former to accept -

70 Rep. 57. 17- This cannot be correct - for a drawer is never bound ab-
-solutely to accept a bill -

18- But it seems, that an action will not lie agt. any party -
43 Rep. 470.
Ch. 13. 181. who became such after the holder, if A. the payee indorses to
B. & B. indorses back to A - A cannot recover agt. B. on his indor-
sement - these two transactions are deemed to equalize the
parties -

19- An action, will not lie agt. that party from whom, the ot-
70 Rep. 121.
10 Mod. 650.
Doug. 314.
Rep. 153.
2 Bl. 446.
her recd. the bill, unless the prior party recd. a valuable con-
sideration for the bill - if A. the payee of a bill indorses it to
B. & B. sues him on it, A. may prove that he recd. no consideration
for the bill -

Bills of

7 Nov. 366.

2 Nov. 22.

19 Nov. 52.

15 Nov. 44.

20. Upon the same principle. where the action is brought between the parties in immediate privity. the Plff. cannot recover any more than the consideration he advanced.

3 Nov. 86.

4 Nov. 64.

Hyd. 112.

21. If the holder obtains satisfaction from any one of the parties, whom he resorts to, the other parties are discharged, from all liability on the bill - but every party who is sued must pay the Costs of his Suit.

Sta. 518.

Ch. W. 193.

4 Nov. 91.

Ky. 198.

Com. 11.

22. And where there are several actions agt. several parties, and the Def. in one of them pays the amount of the bill & the costs in his action, the Court will stay all proceedings agt. him but this rule does not hold as agt. the acceptor. for as to him, the Court will not stay proceedings, unless he will pay the costs in all the other actions. And the reason is, that his obligation is primary, & it was thro' his default that the others were resorted to at all.

23. The holder having recovered judgment agt. several parties may have an Execution agt. the persons of all of them - but he can have but one ex. pt. at a time - If a return of Nulla bona is made on one, he may undoubtedly have another agt. some one of the other parties.

3 Nov. 174.

3 Nov. 1516.

1 Nov. 223.

12 Nov. 2616.

Ch. W. 184.

24. The action may be grounded either on the bill itself or on the consideration of it - the usual custom is to insert different counts - first, on the bill & then the usual money count.

2 Nov. 88.

Ch. W. 82.

26 Nov. 270.

3 Nov. 226.

25. In dealing on a bill of Exchange, it was formerly usual to declare on the custom of merchants - this is not now the practice, tho' the custom is generally counted upon.

Exchange 26- In all the English forms of declaring on promissory notes it is
 Ch. D. 246. usual to state that the Deft. became liable by reason of the Stat.

384. Anne - it is difficult to perceive any necessity for this course -

27- In a count upon the bill, or the note itself, it is not necessary to

Ch. D. 115. state a consideration, because the law always implies one - but
 on the money count, this is necessary -

28- Again, in declaring on a bill, the Plff. never need make a

1 J. Rep. 338.
 1 Sid. 386.

profect - tho. the Court will generally require the Plff. to furnish a Copy
 to the Deft.

29- The instrument must be declared upon according to its

1 H. Bl. 313.
 2 H. 194.

legal effect. Thus, if there is a condition payee, the holder must de-
 -clare upon it as upon a bill payable to bearer -

30- It ought to have been mentioned before, that the mere acknowledgment

1 E. 426.
 Ch. D. 173.

of a debt without words amounting, in some form, to a
promise, will not constitute a promissory note -

31- In declaring on a bill agt. a drawer, it is not indispensable

5 B. 128.
 1 B. 538.
 Reg. 196.
 Ch. D. 186.

to allege a promise on his part to pay - because the drawing
 of a bill is equivalent to an express promise to pay, if the bill
 is dishonoured, - this is the doctrine of Lord Holt - the practice
 is universal to allege an express promise to pay -

32- In an action agt. the drawer, or indorser, the Plff. must in general

3 B. 558.
 1 B. 267.
 1 Vent. 45.
 2 B. 54.
 657 1874.

allege presentment for payment - & as the case may be, presentment or
 acceptance - and he must aver that notice of the dishonour of the bill,
 was duly given or allege some fact that dispenses with the necessity of notice -

Sta. 725.
1 H. Bl. 602.
Ch. B. 189.
7 J. R. 241.

33- In the Common Courts, the instrument - bill / promy, as between parties in immediate privity is given in Evidence -

34- The bill is prima facie evidence between the payee & drawer of money paid due d. - but whether it is such evidence between drawer & remote party, has been made a question -

3 H. Bl. 155.
H. R. 122.
Dun. 703. n.

35- An act¹ is the usual action on a bill, yet there is no doubt that as between some of the parties, at least, debt will lie - as to the parties in immediate privity, the drawer has his Election to bring either debt or assumpsit.^(a) but it is doubtful whether the payee can recover agt. the acceptor in debt, because in that there is no privity between them -

(a) See also 1 Ch. R. 102 & 1. Error Appendix. 462, 465.

End of "Bills of Exchange &c"

Title 3³ Pleadings &c

July 16. 1- Pleadings in civil actions are designed to be the mutual allegation between party and party, put into legal form, set forth in writing.

2 H. C. 293.
10 Co. 132.

2- In the ancient English practice, the pleadings were written verba vobis, by the counsel of the parties - hence the pleadings were called the plead -

3- Originally the pleadings were in Norman-French afterwards they were in Latin & so continued till the Commonwealth - from that time to the restoration they were in English - they were then

Pleadings ^{est. in the Latin & usually were converted into English in the}
fourth year of George II.

4. All pleading consists essentially in setting out on the record.

<sup>Sid. 189.
Comm. 178.</sup> those facts which constitute the ground of claim, on the one part
& of defence on the other.

5. It will be found that pleadings are logical. — In that they are
^{18m. 189.} syllogistical. — Every good declaration every good defence, and
is substantially a syllogism.

6. Thus, suppose a declaration in Assumpsit Cause supra;
^{2 M.C. 396.} 19th Nov. who has graciously entrusted my being I have a right to law
to recover damages — but the Def^t has entered on my and — turn-
ing round, have a right to law to recover damages of him.

7. The major proposition is not usually expressed. It is implied in
<sup>2 Ch. R. 271.
Ch. B. 184.
May, 88.</sup> application — but in a declaration ag^t a common carrier in the
Custom of the Realm, this proposition is usually set forth.

8. The minor proposition contains the facts, to which that
<sup>* In pleading
confession in
the answer —
admits —</sup> principle applies. The conclusion contains an application of
the principle just stated to the facts alleged.

9. In a case of pleading we not, therefore, arbitrarily rule, but
it is strictly a science.

10. If the Def^t intends to deny the major proposition, it will
denies to the declaration — the minor proposition, and contains
facts must be denied by an issue in fact.

11. If the Def^t finds that the major & minor propositions are

Pleadings correct, the conclusion is irresistible unless the Def. can show some new matter by a special plea -

12 - This special plea is a new syllogism - Suppose then, the Def. defence is a release of the ship, whose crew have jointly entered. releases the ship, his right to recover damages is barred - but the ship has released - therefore his right to recover damages is barred -

13 - If the ship is released to deny the major proposition, he denies. - 1. the minor - he wins in an issue in fact - if he can establish it - neither he must show new matter - and his replication will then resolve itself into a new syllogism -

14 - The first stage of a suit - commenced is a writ - which is

2. 16 C. 285 -
C. 16. 484
16 C. 147.

a writ - a writ, letter addressed to the Sheriff commanding

him to cause the Def. to appear - so that, the commencement of the suit, is regularly from the issuing of the writ -

15 - a - the writ was a fictitious tract. it is necessary, for any of the purposes of justice, to ascertain the time, when it is given - this may be done -

16 - the cause of action must exist at the time the writ is given - if not, there can be no recovery -

17 - 33.
16 C. 147.
16 C. 147.

17 - The commencement of the pleadings is the declaration - the term pleadings is expressed by the word "placitum" - it is a common collection - includes all the pleadings -

18 - The word therefore, is a part of the pleadings - not the

Pleadings Declaration contains a statement of the facts which are the foundation of the claim of the P^lff.

Laws 1-2. 1st The pleadings which follow the Declaration consist of those facts which the Def^t. makes by way of defence to the P^lff. by way of fortifying his count.

3 W.C. 301. + Bac. 6. 2nd The next stage after the Declaration is the plea. The pleas on the part of the Def^t. are of two kinds - dilatory pleas & pleas to the action, or in bar.

3 W.C. 301. 1 Foul. 376. Laws 37. 1st Dilatory pleas are those which question the mode in which a remedy is sought. ^{they are divided into 3 subdivisions.} rather than the remedy itself. 1. Pleas to the jurisdiction of the court. 2. Pleas to the disability of the P^lff.

3. Pleas in abatement. Strictly so called.

July 17. 1. Pleas to the action. are answers to averments of the P^lff's demand. *3 W.C. 303. Laws 37. 30. 140.* These are divided because they deny the cause of action. This may be done 1. by denying the P^lff's allegations. 2. By conceiving and avoiding them. 3. By matter of Estoppel.

2 W.C. 305. 2nd Pleas to the action are of two kinds: - 1st the general issue, and

2nd special pleas, in bar.

Pleadings in general.

Hob. 164

Chy. 683.

Bac. Abr.

Pleas. Int.

3. Two things are necessary in all pleadings: - 1. The matter of fact alleged must be sufficient in point of law. 2. It must be alleged or expressed according to the form of law.

4. The omission of either of these requisites is a fault & ground of Demurrer. When the facts are deficient the defect is one in substance. When the defect consists in the manner of stating them, it is one in form only.

Pleadings
Ding. 189.
5 Dec. 70.

7- It is a general rule to state only facts, & as the case may be, conclusions from them; that is, facts as they exist actually, or by fiction or presumption of Law.

8- It is sometimes necessary to state facts that never existed, as in the action of debt ex p. to have a promise must be alleged, for none was ever made - for the law presumes a promise from the circumstance of indebtedness - but it is never necessary to state more than matter of Law.

1 Dec. 189.
Ding. 413.
d. 189. 189.
Ch. 189.

9- Stating the mere evidence of facts is never sufficient for the Court cannot infer a fact from the evidence of it - as in the above case, stating indebtedness, as evidence of a promise is insufficient - the promise must be expressly averred.

189. 118.
12. May. 189.
189. 224.

8- That it is not necessary in actions on bills of Exchange, or on promissory notes, or the maker to state a promise to pay - drawing the bill or making the note, says Mr. Holt, is an actual promise, & alleging that act is sufficient - as the practice is almost universal to state a promise.

189. 303.
189. 303.
189. 303.
189. 303.

10- The pleadings should be direct & not consequential or argumentative or by way of inference - tho' this rule requires some qualification.

189. 303.
189. 303.

11- Each party admits so much of his adversary's allegations as he does not deny. This follows of course - what he omits to deny he, by implication, admits.

189. 303.
189. 303.
189. 303.

12- The plaintiff's case being stated & taken most strongly agt. himself - for each is presumed to make the best of his own case, if the language is susceptible of two constructions, it should be taken in that which operates with most force agt. him who makes use of the language.

Readings 12- Either party may admit - expressly - my allegation on the other side. Operating in his own favor - and thus, render it a part of his own case, I can however, perceive no necessity, for an express admission, for what is said by one party in favor of another must so operate, whether admitted, or not -
 13. In pleading traversable facts, it is ~~now~~ necessary to state the time & place, when & where the fact occurred -

Com Dig.
 P. & C. 69.
 20. Dec. 183.

14. But - as to facts not traversable. This is not in general necessary. The reason of the first branch of the rule is, that formerly the Juries who were to try the facts, were summoned de vicinitate - it was therefore necessary to state the place, in order to know where the Jury were to be summoned from -

18. 497.
 16- 226.
 17. 561.

15. As this reason has now ceased, the alleging the place, as a venue has become matter of form - but when it is had, by way of local description of the act, it enters into the description of the act & is therefore substantive material -

notes. 49.

16- The number, quantity & price of a thing need not be truly stated - except - where a mistake in these things would constitute a variance - in these cases it is fatal - as in the subject-matter of an express contract or record -
 17- A person may declare in Trespas or in Trover for 10. horses & recover for one - or lay their value at \$100. & recover but \$10. - but if a promise for \$100. be stated & none to pay, & q. be proved - or a contract be declared upon as dated the 1st day of the month & none to be paid the 2^d day proved, the mistake is fatal -
 18. If the surprise does not vitiate a plea, but repugnancy does. repugnancy is a matter of point & is fatal, for it is a fault in substance -

It is immaterial point. It is only a fault in form, and can be taken advantage of only by a precise demurrer. This rule is also applicable to indictments.

Pleadings applicable to indictments =

19. Every thing, it is said should be pleaded according to its Legal Effect & Operation. Thus, a Covenant never to sue a debtor, should

be pleaded as a release - for, as a covenant it is void, so also, a grant from the tenant for life to the reversioner, must be pleaded as a release, for that is the only proper mode of conveyance between such parties.

20. That which appears already in the record, need not be generally averred - in cases for so much money, the value need not be afterwards alleged - for the value is apparent on the face of the declaration.

21. Necessary circumstances, implied in the facts stated, need not be expressly alleged, nor facts presumed by law as in pleading a feoffment, it is needed to aver livery of seisin, for that is, of course, implied in the act of feoffment.

22. What is admitted by both parties in the pleading, cannot be contradicted even by verdict - for the Jury are to find nothing but Contradictory facts. If their verdict were to deny what was admitted, it would be a legal nullity.

Rule 19. 1. General Estates in fee simple may be generally alleged - it is sufficient to state a seisin in fee in general terms without saying when it commenced or how it was acquired.

2. But the commencement of a particular estate must be

Specialty & hence - the reason of this distinction is, that an Estate

Con. 11. 303.

Pleadings

in fee may commence in wrong, as by disclaiming of the right-
ful proprietor, but no other Estate can -

3- Immaterial averments when denied, must be regularly
proved. - there is a great distinction between immaterial & im-

2 Sam. 107. a.

1 J. K. 238.

3 Com. 640.

2 El. 497.

pertinent - averments: an immaterial averment is one, which need
not have been made, but being made, becomes essential; im-
pertinent-averments, are those, which are wholly foreign to the sub-
ject - & never need be proved -

4- Immaterial averments must often be proved, or the party making
them will fail - as where they relate immediately to the point
in question. and a variance is the consequence of not proving
them - but if an averment is so entirely foreign to the subject, that
it might be left out without injury to the pleadings, it is impertinent -

3 W. 418. 5.

1 H. 521.

5- If in an action of Trespass the Def. is described as heir of John
Tites. the averment is impertinent, for this is a question which cannot
affect the case at all -

6- If a Landlord sues a Stranger for removing his tenant's effects
so as to prevent his distaining for rent. It is alleged that the rent was due
quarterly. tho' this averment is immaterial. yet after making it,
he must prove it - viz if it be proved that the rent was payable
annually, he must fail in his action -

7- The rule requiring immaterial averments to be proved as laid is now con-
fined to the case of pleading records & Ex. prep. contracts for variance is peculiar to these
only.

Comp. 640.

Pleadings

1. The Editor of a late Edition of Douglas (1. 640. n.) confines the rule to records & written contracts. - but I conceive it applies also to express & oral contracts, which are as much liable to variance as if they were written -

7 C. & F. 15. n.
Co. det. 303.
Rich. 519.

2. In the declaration or any other part of the pleadings, want of form or omit the necessary circumstances of time & place. It is regularly aided, by the adverse party's pleading over instead of demurring specially. This when one pleads double, or omits the proper in pleading a deed, his plea is good if replied to -

3. But when the defect is in the substance of the plea this is incurable - nothing can aid it - this distinction between defects of form & substance is of very great importance -

4. - Either party is bound to allege anything more, than will amount ^{count} ~~prima facie~~ to a sufficient cause of action, or of defence.

2 Wils. 100.
Bar. 1037.
1 Sam. 299.
2 Reg. 460.

He never need negative or anticipate the possible answer of his opponent. - in contracts, however, the Plff. always negatives the plea of payment, for he must assign a breach to complete his cause of action -

Exh. D. 588.
Com. D. 4.
Read. C. 85.

5. If the pleadings on the one side supply over a material point omitted on the other, the omission is cured - and in this means one party may furnish his opponent with a good cause of action, or defence as himself or is will then appear to be good from the whole record -

6. Thus C. & F. in trespass for taking an "iron hook" out of a net - see prohibition, which in that action is indispensable - B.

Pleadings

1 Sir. 164.

pleaded, that "true it was, he took it from A, yet the opening matter of justification. The verdict went agt. B. - he moved in arrest of judgment because A. had not alleged possession in himself - sed per Curiam "you have helped him out, by admitting possession" -

14. New matter alleged in any stage of the pleadings must con-

3 W. C. 309.
1 Sam. 109.
Comp. 577.

clude with a verification oath to the Country, - "Hoc paratus est verificare" - this being the established mode of keeping the pleadings open -

15. In every part of the pleadings, each party has a right to meet the allegations of his adversary either by denying them: - by confessing & avoiding them by new matter of his own: - or by demurring to them: - and

2 Sir. 772

this may done by either of the parties, till a proper issue is tendered, if the pleadings are kept open by a verification to this rule there is one exception in Stat. 5 Geo. II. in the case of a bankruptcy -

16. Thus, if the Deft. pleads a special plea in bar - the plf. may reply in either of the above modes - by denying - confessing & avoiding &c. - but he would be deprived of this right, if the pleadings were not kept open - as the Deft. after averring new matter might conclude by tendering an issue -

3 W. C. 310.
notes. 147.

17. The answer to the plea in bar is called the replication. The answer to the replication, the rejoinder - that to the rejoinder, the surrejoinder - that to the surrejoinder, the rebuttal - that to the rebuttal, the surrebuttal - farther than these pleadings have not been extended, tho' it has been attempted -

Pleadings

3 Bl. C. 310.
2 Ry. 1499.
Co. Lit. 316.
Wal. T. R. 17.

The object of the plea in bar, is to defeat the declaration. The object of the replication is to justify the declaration by defeating the plea - that of the rejoinder to justify the plea, by defeating the replication - and so thro' the whole - the aim of each party being to justify what he has said, by defeating what his adversary has advanced -

17 - Any pleadings not answering these purposes, are void - for each party must abide by his original ground of action -

20 - Judgment is always rendered upon the whole of the record & not upon any detached part of it -

21 - Thus, if the declaration & plea be both bad - the plea

1 Sam. 28.
Hob. 149.
8 E. 120.

is deemed to justify - must still go for the plaintiff - for the plea tho' bad, is good enough for a bad declaration - the Court will always travel back to the first substantial defect - & give judgment upon that -

22 - So if the declaration is good, & the plea & replication both bad,

9 E. 110.
Jack. 173.

judgment must go for the Plaintiff - for a bad replication is still good enough for a bad plea - the rule thus laid down holds thro' the whole stage of the pleading -

Of the Dec.
laration.

23 - I come now to the Declaration particularly - the terms Declaration & Count are frequently used as synonymous - there is a distinction however -

3 Bl. C. 195.

Where the Plaintiff sues on one cause of action only & makes but one statement only, the words Declaration & Count will both apply - but where there are two causes of action, or two or more statements of the same cause - each statement is called a Count & the whole statements is called, the Declaration -

Pleadings 24. The object of inserting different Counts. where there is in fact but one cause of action, is to meet any possible contingency in the proof, which may be offered.

25. The declaration being the foundation of the suit, must show all that is essential to the Plff's ground of action - for the Plff. cannot recover for what he does not prove, nor can he prove what he does not allege. -

26. If then the declaration discloses any fact, which shows that at the commencement of the suit, the Plff. had no cause of action, he fails.

27. On the other hand, if the declaration omits any fact, which is of the gist of the action, it is a failure. - the gist of the action, is that without which there is no cause of action. - Thus, if in an action of Ass^(a) the Plff. alleges no consideration, the mistake is radical: - if in Torts the Plff. omits to allege a conversion, this is of the gist of the action.

28. An omission of this kind, may be taken advantage of by a Demurrer, & even if there is a pleading to judgment it is a good ground of Error.

29. Where the Plff's right of action is qualified by a condition subsequent, he is not bound to take any notice of it - for this is merely a matter of defence for the Def^t. - but under the last rule, a condition precedent must be taken notice of.

30. Thus, on a penal bond, the Plff. merely declares, on the penalty, & takes no notice of the condition, because it is a condition subsequent - if it has been complied with the Def^t. must then plead it - it is only matter of defence.

(a) See page III. as to Bill of exchange & Promissory notes, Section 27th.

Pleadings

1- If there are reciprocal independent promises or covenants the
off need not answer for performance in its part, but when

And. 57
2nd. 30
1st. 298
Hob. 83
1 Vent. 77

the promises or covenants are dependent, performance must be
alleged - Thus if A promises to pay money to B. in consideration
of B's promising to deliver goods to A. the covenants are independ-
ent & B. in suing for the money need not allege delivery of goods.

2 Coke 10.
2 N. B. 240

2- If A's promise was in consideration of B's actually delivering
the goods, the covenants would be dependent & B. in suing for the
money must aver delivery -

A. & H. 5.
4 Rich. 3rd

3- Exceptions in the Enacting Clause of a Stat. must always be
negated in suing on the Stat. - but an Exception in a separate
Substantive Clause need not be. (See "Municipal Corp." S. 1, 2, 3)

1st. 29

4- So also Exceptions in the body of a Court must be negated
in an action of Court - but an Exception in a distinct
Substantive provision need not be. (See "Covenant broken") -

1st. 24
4 Rich. 245
1 Cl. & F. 250

5- Certainty is a great requisite in pleading - And Every Decla-
ration must contain - that is, the averments must be cert ain
that, in order that the Def. may know how to answer
in time may be formed & found, that the Court may know how
to give judgment - and acty. that Def. may be enabled to place
the judgment in bar to any subsequent action in the same cause.

1st. 52
1st. 283
1st. 227
1st. 583

6- Certainty must extend to time, parties, place, & subject-matter
but no greater certainty is required than the case will in its nature admit
to be sufficient, if the Def. can know from the description, what is meant

Readings
 2 Sam. 14
 3 Cor. 2
 5 B.C. 172.
 7- Questions with regard to certainty have mostly arisen from the subject-matter. Thus, in *Tower* for a ship, the description "a certain ship & sails" was held sufficient, and the terms "a library of books" was also held sufficient.

8- But in other cases the words "some fish", seven pieces of iron
Co. El. 66
5 B.C. 272.
 "two sheaves of corn" have been considered insufficient. It is difficult to see the true rule of discrimination in these cases. The decision must be very much discretionary.

9- Land can be described with more certainty. In England we state the parish in which it lies - the number of the lot &c. &c. we should state the name of the County, town, boundaries of the land, its bearings & distances &c.

10- With respect to matter of inducement & aggravation the rule requiring certainty is less strict. By inducement is meant
aves. 115.
 matter introductory to the principle subject, but only necessary in order to explain or introduce it. It generally comes in, under a "whereas".

11- Matter of aggravation, is that which shows the enormity of the principal act complained of. It is predicable of torts only - a ground of enlarging damages. - it is predicable of torts only.

12. The words "said" "foresaid" & others of a similar import are not sufficiently certain, when there are two antecedent subjects, to which they may be referred. The Court will not of course refer them to the last one named subject. Hence it is necessary to make

Pleadings use of the words, "first-fore-said" "last-fore-said," or words of a similar import - to discrimination -

13- A declaration may be ill in part for uncertainty, yet good for the residue - even when there is but one Count. So as to war-

Conn. 12 Mo. 540
Plead. 332
2 Sam. 379
1 Salk. 218 rant - a part time recovery. As if a person dies in possession for two Chateaus, one ^{or} which is sufficiently described, the other not - for two breaches, the one well, the other ill assigned, being recovery for the former - but not for the latter -

14- If one would plead a contract, or conveyance to the validity

12 Mo. 540
Conn. 289 of which a Deed, or other written instrument is necessary at Common Law, he must plead the instrument or Deed - So if one would

12 Mo. 540
2 Wils. 370
6 C. 118 plead a contract, or conveyance, unknown to the Com. Law,

but authorized by Stat. required to be in writing he must plead it as written - as in case of a Deed of Land, this is necessary

on the general principle that a party must allege all that is necessary to his case of action or defence -

15- In declaring on contracts, that are good at Com. Law without writing, but required to be in writing by Stat. it is unnecessary to state that they are in writing: - as, for instance, Con-

12 Mo. 540
Conn. 289 tracts, can be stated by the Stat. of frauds - for the writing here is not the instrument creating the right - but there is evidence of an agreement by parol - The Stat. not only alters the rule of Evidence, not of Pleading -

16. In pleading such contracts, they must be averred to be in

Pleadings
Ch. 17, § 39
S. 19, § 19
S. 20, § 19
S. 21, § 19

writing - because a greater strictness is required in pleading than in declaring - for a plea in bar is knowledge of a right of action in the Pff., unless that right is taken away by the plea itself.

17 - If a Pff. would declare upon a contract not known to the Court, and required by Stat. to be in writing he must declare upon it as written - for as the Court can know nothing from the Declaration, unless the Pff. declare the contract to have been in writing, it must be ^{conceded} that the Debt, ^{should be} declared.

3. & 4. Br.
Rev. B. 1.

18 - A Declaration may be either general or special. General as in an action of indeb. ass't where the Pff. merely sets out that the Debt. being indebted to him, into much money, assumed & promised to - or in Debt on bond where he sets out the part part only -

as before

19 Special as in indeb. ass't where the Pff. sets out all the circumstances of Debt. becoming indebted & promising - or in Debt on bond where he states the condition & non-performance -

20. & 4.

20 - A Pff. declaring on a deed or any instrument need not set out more of it than will entitle him to recover - as, in case of a deed of Covt. where there are several distinct stipulations.

Ch. 17, § 39
S. 19, § 19

The Pff. need only state the one broken - the word "agreed" is in pleading tantamount to the word "promised" -

order of
plaintiffs

21 - Next of the joinder of parties - 1. Joinder of Plaintiffs. When

Pleadings two or more persons are jointly interested in a right-to be respected
 1 Sam. 153. of action, they may & regularly ought to join in an action for
 5 H. 12. 671 its violation, whether the action is founded on Contract or Tort.
 3 Coke 18. 5. Thus if there are two obligees in a bond they must join.

22 And as the rule has been quite very recently, joint-tenants join
 12 East 57 in an action to recover their joint Estate - for the right violated
 is joint - & their remedy should be so also - of etc. however it is
 2 Cases 164 decided that they may join or sever at their election -

23 On the other hand, where the right of action is in one person
 1 Leon 315. only, no other can join him as Plff. - if A. is indebted to B. only,
 Cas. Reg. 143. B. cannot support an action in his own name & that of C., this
 misjoinder may be taken advantage of by the general issue -

24 In an action brought by Ex^r as such, all others must join as Plffs,
 1 Sam. 299. for one is legally incapable of acting, or was even refused to accept
 10 H. 12. 446 a trust - for the refusal is not binding & possibly, he may retract.
 1 Salt. 3. But if one is omitted, the mistake can only be pleaded in abate-
 ment -

25 If an Ex^r after being joined in an action utterly refuses to
 10 H. 12. 446 proceed with it, the Court will summon him to appear & if he
 will not prosecute, they order him to be removed from the Ex^r -

26 If the several rights of two or more persons are violated, even by
 10 H. 12. the same act, they cannot join in an action, for this wrong - if action
 10 H. 12. 446 is taken -
 10 H. 12. 446 all words are spoken of two persons, at the same time, & exactly the same person,
 for the persons & matters cannot join in an action against the slanderer -

Pleadings 27- And further, if there are two or more joint obligees, or Creditors of any kind, and one of them dies, the Ex^r of the deceased cannot join with the survivor - the right of action has become several & survives to the remaining party.

188 P. 445-
East 496.

28- If a Covenant is made with two or more severally, & their interests are several each party transmits his right to his own personal representatives - for here the rights are not joint.

Joinder of Defendants

27-II. Joinder of Defendants - Where two or more persons are joined in joint-action or demand of two or more, they may be joined as Defendants.

3 Bae. 425-
2 Bae. 117-
4 Bae. 10-
2 J. 189.

And in case of a joint debt, they must be joined - Thus if one is injured by a common wrong, a trespass, or a common fraud, or a common injury, they may be joined in several actions, or in a joint action - or not one alone - for torts are in their nature distinct & joint & several.

30- But two persons cannot be joined in one action for distinct torts committed by them severally - in such cases there is no joint-action.

Cr. Acc. 74-
1 Bae. 15-
8 P. 504.

Thus if two at the same time & place utter the same words of menace, they cannot be joined together - It is not in the nature of things a joint transaction - the communication of it is not that of B.

31- A tortious - When if one is injured by the several acts of two or more at different times, they cannot be joined - as if A. should

4 Bae. 10-
8 P. 153.

beat B. in May, & C. in June & so forth - this being no concerted action, they cannot be joined - it would not be a joint-action.

Pleadings
 2d R. 13.
 22 Wm. 94.

* and.

2d R. 26.

1d R. 23.

3d R. 78.

(1d R. 37)

2d R. 40.

1d R. 37
 2d R. 40.

2d R. 171.

2d R. 226.

1d R. 171.

3d R. 78.

1d R. 171.

2d R. 21.

1d R. 21.
 2d R. 21.

32- If two persons are joined in a joint contract or covenant, they must be joined in an action for its violation - but if the Covenant is joint - one may be sued alone - he can however be sued alone together - but if the Covenant requires this qualification, if the Covenant is joint & several, he can sue one or two parties, or all of them - one may sue them without joining the whole. Thus if three take into a joint & several Contract - the Plaintiff may sue one alone, or each of them severally, or the whole together - he can sue two together in an action - the Covenant must be treated as a joint one, or as a joint & several -

33- If two persons are joined in a joint contract, and one dies, his Ex^r is not liable at law to the Obligor: he can neither be sued alone, nor jointly with the surviving obligor - not if the obligation were joint & several, the Ex^r would be liable: he could not indeed be joined with the survivor, as he may sue alone - (the law says Chitty, p. 87, that he cannot be sued jointly with the survivor, if the one is charged "se jointly & several" - the other "se jointly & several") -

34- In suing Ex^r all who have been admitted, & acted in performance of the trust, must be joined, such only: - for the Plaintiff has no means of knowing who are Ex^rs but by their acts, & he is obliged to sue the whole, or he might sue the survivor entirely - or no one is obliged to sue the whole, as Ex^r is, in refusing the trust, he might refuse the whole -

1- If two persons are joined in a joint contract, and one dies, his Ex^r is not liable at law to the Obligor: he can neither be sued alone, nor jointly with the surviving obligor - not if the obligation were joint & several, the Ex^r would be liable: he could not indeed be joined with the survivor, as he may sue alone - (the law says Chitty, p. 87, that he cannot be sued jointly with the survivor, if the one is charged "se jointly & several" - the other "se jointly & several") -

Pleadings

1- Causes of action of the same nature & character
 whether the same parties are joined or not - must be
 - over must be laid in distinct Counts -

2- Thus if A. holds several notes of hand and B. is payee, the payee

County
 v. B.
 H. Ch. 160.

from A. in one declaration, inserting a different Count for each
 for if two or more have been signed in the same event, it would be
 the same -

3- By causes of action of the same nature is meant, such as re-
 quire the same Judgt. - i.e. Com. Law. to wit a "Capias" or a "Writ

1 Ver. 366.
 15 Rep. 276.
 1 Wils. 319.
 Doug. 682.

de injuncto" - Thus a writ on bond & on simple contract & a writ, may
 be joined, tho' the cause is different - because the Judgt. is the
 same in both cases -

4- This rule tho' a general one is not Universal - but it is universally

1 Wils. 252.
 15 Rep. 276.
 1 L. R. 179.

True, that when several causes of action require the same Judgt. &
 the same general issue, they may be joined - Thus Debt may be put
 in any number of counts - i.e. on any number of notes, &c. -

5- But in all such cases the Plff. must sue in the same right &
 the Debt be due in the same Character. Otherwise, there would
 be a misjoinder of parties - Thus, if the Plff. sue, as the Debt is
 due in one Count in his own capacity & in another as Exr.,
 there is a misjoinder

4 T. Rep. 949.
 10 Mod. 316.
 1 Wils. 176.

6- Whether Indictment, Subpoena & Return may be joined, has been
 much questioned - they both sound in tort - but require the same
 general issue, but it is concluded that they cannot be joined, be-

H. Ch. 249.
 T. Rep. 118.
 10 Cas. 13. 3.

Readings - Cause the action is in fact the real. Wff. in Election - does not ap-
-pear as such on the record -

Comp. 290.
8. 1. 1. 1.
2. 1. 1. 1.
3. 1. 1. 1.
3. 1. 1. 1.

2. Several trespasses may be joined as long as they arise
- from the same cause or from the same fact. Thus a trespass
- for false imprisonment - & another - and so also may, tes-
- passes on the same cause or from the same fact, as a trespass, then
- being founded "ex delicto" requiring the same judge. & place.

3. 1. 1. 1.
Dec. 1. 1. 1.
1. 1. 1. 1.
1. 1. 1. 1.

3. In some cases, where the judge only is the same & the place dif-
- ferent, there may be a joinder - as Debt & Detinue, for their gen. nature
is the same - Debt being a species of Detinue in money - and Detinue
a sort of Debt for a specific chattel -

Salk. 10.
3. 1. 1. 1.
4. 1. 1. 1.
1. 1. 1. 1.
3. 1. 1. 1.

4. But causes of action of the same nature occurring, to the same
person in different rights cannot be joined - as for instance, one
count in a declaration in ass. for money had & rec'd. to the use of
the def. as ex. & another in his own right - Here the Wff. Cl.
- aims in two distinct capacities, so that it is analogous to the
case of several rights existing in favour of two persons -

Salk. 10.
1. 1. 1. 1.

10. Causes of action of different natures can never be joined in
one declaration, tho' the issue may be the same. Trespass & an
action on contract cannot be joined - on the general issue
& the judge in both these cases is different -

2. 1. 1. 1.
2. 1. 1. 1.
3. 1. 1. 1.
1. 1. 1. 1.

11. Several trespasses on the same person in joint, tho' both arise "ex
- delicto" - on the same fact, tho' the judge is different, & see Trespass to things
personal - can be joined with an action arising "ex con-
- tract", as Trespass in ass. for the judge is the same - the issues are different -

Pleadings

12. Debt & account cannot be joined, tho both are considered on Con-
tract & the rights are the same - and the forms of proceedings are dif-
ferent - entirely - in order account is so much an action quasi per se as it is
it is so classified, whether it can be joined with any other action
whatsoever - (See account) -

See Mr.
Pleas. B. 3.

13. The distinction, then to govern the whole matter, appears to be
this - when the rights & remedies are the same, there may never
be a joinder - the parties being the same, & the remedy as well as the rights
in the same, contract or right - and in some cases there may be
a joinder tho the pleas are different, but the rights are the same -

See the
Mr. Supra.

14. On the other hand, when the rights are different, - in a particular
case rights & remedies are both different, a joinder can never
be allowed -

15. The defect of a misjoinder, is as great a defect as any de-
fect in pleading can be - it vitiates the declaration entirely -
the defect may, however, be altered judicially after verdict - or by a
writ of error ad quod damus -

Book 10.
Part 405.
H. B. 108.
See Mr.
Pleas. B. 3.

16. Misjoinder of causes of action is frequently compounded with duplicity in
pleading, but they are very different - misjoinder consists in improperly con-
necting different causes of action in distinct courts, to enforce different
substantive rights of recovery - as Replevin & Debt -

17. Duplicity consists in joining different grounds of action in one
court, to enforce an entire right of recovery - Duplicity is only a
fault in form - misjoinder in substance -

34-
Readings
Buc. Abr.
Pleas B. 2.
28. 312.
28. 292.

1- In a writ of Habeas Corpus the Court will not restrain the Plaintiff from doing his business, but will restrain him from doing his business in a way which is contrary to the law. -

14 B. 155.
28. 312.
28. 292.

2- This is in fact no writ of Habeas Corpus, & the Plaintiff ought to recover as well for the beating as for the detention. -

21- When several distinct actions are brought at the same time, in the same character & for several causes of the same kind, the

Wac. Abr.
Pleas B. 2.
28. 312.

Court may compel a joinder or consolidation of them in one action. As if A. holds ten acres of land of B. & brings separate action on each, the Court may unite them, so as to have but one action pending for the whole. -

21- But if it appears that there are different defences to the various causes of action, the Court will not compel a consolidation.

Stu. 1149.

- When Consolidation is ordered by the Court, the Plaintiff is compelled to pay the costs of the application - for it was the Plaintiff's fault that the difficulty was occasioned. -

2 J. 44. 639.
72. 196.

22- It has been held that where a declaration has been demurred to

4 J. 101. 347.
4. 102.

on misjoinder of counts, the Plaintiff cannot enter a prole prosequi as to one, & leave the other remaining - tho he may amend by striking out the other.

23- The reason given for this rule is, that he shall not be allowed by his own act to defeat the demurrer. - Tho before Term he may enter a prole prosequi - and by later opinions, it seems that he will be allowed

15 B. 157.
28. 312.

Pleadings to enter a vol. prov. or amend by striking out - even after demurrer -

24 - The declaration must agree with the writ - if then the writ entitles the action as trespass. The Plff. cannot declare in Debt - and so vice versa - The rule of practice in England, is now not to allow the Deft. to traverse the writ - in order to prevent capricious Exceptions to the form of action -

Wac. ill.
Hens. B. 4.
Civ. Cas. 325.

25 - The rule that facts should not be stated argumentatively, does not hold up in facts however important - unless they are distinctly traversable by plea - Thus, in the action of ass't - the Plff. alleges the consideration by way of recital, because the Deft. cannot distinctly traverse the allegation -

Holm. 106.
Cro. Eliz. 101.
Wac. ill.
Hens. B. 4.

26 - Again, in an action for mischief done by one's cattle, where damage is the gist of the action, the Plaintiff is never alleged positively, because it is not traversable -

27 - The same rule holds as to matter of inducement & aggravation, & for the same reason - Indeed, matter of inducement & aggravation is not of the gist of the action -

Felch. 70.
P. 46. 177.
Sams. 77.

28 - But the general rule does hold, where the genl. issue will not involve a denial of the fact alleged - for if the Deft. cannot deny by the genl. issue, he must have an opportunity to deny by a distinct traverse - and therefore, in such cases the facts must not be argumentatively stated -

29 - If the declaration is, for any reason, partly bad & partly good & the whole is demanded to - the Plff. may recover on that part which

Ex. Jac. 104.
The. 116.
Warr. D. 6.
H. Cal. 178.

Pleadings

which is good - Thus if A. sues B. in Tress for two Chateaus, one of which is well & the other ill described, and there is a Demurrer to the whole, the Plff. may still recover for the Chateau which is sufficiently described - This rule will hold in all cases in 1 Sam. 201 - which one count is good & the other bad -

10 B. & H. 130.
2 B. & H. 485.
2 H. & L. 318.
Ex. D. 316.

30 - In cases however, where there are two counts, & one is ill, & the Plff. obtains a judgment upon the whole, the judgment must be entered & a venire de novo will be awarded - for the Court in giving judgment must make it up upon the whole record & they cannot enquire of the Jury, whether they gave judgment upon the whole, or upon a single Count -

Ex. Jac. 104.
H. Cal. 178.

31 - In cases where the Jury give separate damages on each Count - the Plff. will have judgment for the amount ascertained on the good Count, and further, if the verdict is general, but the amount of demand upon each Count appears upon the record, the Plff. may still have judgment upon the good Count -

2 Sam. 171.
W. & L. 328.
1 Rule. 576.

32 - If all the words are in an action of Trespas, in one Count, some being actionable & others not so, the Court is still good by judgment - may be had upon a general verdict -

July 22.

O. Dilato-
ry Plead.

3 B. & H. 130.

1 - I come now to the consideration of the record, which is done by the Court - 1st. - In cases where the record is in error, they may give judgment for the party upon the whole, without any foundation in fact -

2 - In cases where the record is in error, but the Court is not bound to give judgment for the party upon the whole, without any foundation in fact -

2 B.R. 1066.
Craw. 175.
2 H. Bl. 148.
1 R. 505.

is not an offence agt. the laws of any other - the revenues of any State are strictly local -

Pleadings

8-III. in an action on the ground of them is local - as in the action of Trespass Qua. Cla. Regit. - and under this head

2 East 580.
Cock. 189.
1 Mann 241.

Debt or even Court - but agt. the Regt. of a lease is a local action - for wherever the office is liable, it is, because the Court runs with the land, - or in other words is annexed to the realty. - 12 Co. 114. 331

1 R. 24.
1 East 4.
2 East 87.

I don't think agt. the revenue of a State is local - because the revenue is a public debt, and the Court is not bound to take notice of it in its jurisdiction - it is a public debt, and the Court is not bound to take notice of it in its jurisdiction -

1 R. 2.
1 East 4.
1 Mann 164.

It is an exception to the jurisdiction of the Court, when such a question is brought in, and is not a question of law - for the Court by referring to the Court any other question, than that of its jurisdiction, is acting in excess of its jurisdiction -

11-12, the rule of the Court, and every plea to the jurisdiction must be made by the Court, and not by the Regt. - and the reason is, that every plea, which is signed by an Att. is supposed to be signed by the Court, and not by the Regt. - and the reason is, that every plea, which is signed by an Att. is supposed to be signed by the Court, and not by the Regt. -

3 B.R. 303.
1 R. 2.
1 Mann 164.

12-13, the Court of jurisdiction is not bound by the Court of Cognizance of the Court - but the Court cannot make the objection, even if it is made by the Court, always on the ground of the jurisdiction of the Court, that is by the Court, and not by the Regt. - and the reason is, that every plea, which is signed by an Att. is supposed to be signed by the Court, and not by the Regt. -

Disability
of the Pff.

12- Disability, if it is at the 2. Motion, are pleas to the disability of the Pff. - The first objection is the outlawry of the Pff. - outlawry, like a common law, disables the Pff. from bringing any action - he is however liable to be sued, like any other person -

Pleadings

Issue. 76.

14- Outlawry is a common law disability in one, in the cases it can be by the outlawry of a man - the distinction is this - where the cause

Co. Lit. 128.
174. 1778.

Saves. 38.

of a crime is forfeited by the outlawry, it may be pleaded in bar, as in outlawry for treason or felony - in which case, the outlawry, if it comes next in the crown -

15- Another plea to the disability of the Pff is his alienage -

Comp. 171.

300. C. 384.

Exp. 437.

An alien tho' an alien friend, can maintain no action either real or mixed - but an alien friend may maintain a personal action - this is undoubtedly a rule of national

policy -

16- What an alien, naturalized - made a denizen, may maintain an action of any kind - to the rule that an alien person

Don. 218.

174. C.

174. C.

cannot hold real property, there is this qualification - that he may hold it for 1 year in a house for the benefit of trade - in such cases he may maintain ejectment for the house -

17- As to the question, who is an alien, the rule of the Com. Law is

300. C. 366.

174. C. 305.

that every person born in a foreign Country is an Alien, no matter who his parents might have been, - this rule has been much relaxed by modern statutes. The Stat. of the U. States the children of native citizens, born abroad, have all the rights of native-born citizens -

Stat. U. S.

Mar. 6. 79.

18- As to an Alien Enemy, it is a general rule that
 51 Am. 1082
 1082 P. 163. he can maintain no action at law - his personal liberty
 Pleadings may be protected by criminal prosecution -

19- It is a general rule also, that all contracts entered into
 51 Am. 1734
 1962. 563. with an Alien Enemy are void - the only exception to this
 rule is, in the case of a London contract - but even in that
 case a contract the nature of which is confidential -

20- If an Alien Enemy resides here under a license, pro-
 87 Rep. 166.
 51 Am. 1082. tection or a special contract from the Executive, he may main-
 tain a personal action -

21- An Alien Enemy, may as Ex. or Adm. maintain an ac-
 10 Am. 84. tion for debt due on bonds given his estate - and it has been
 20 Rep. 146.
 10 Am. 84. made a question whether an Alien-Enemy can maintain
 an action in the character of a personal representative - it
 is, as I conceive impossible for him to support any action -

22- One class of Alien-Enemies the King's Ambassadors on the
 10 Am. 84. Dept. - the Law presumes not them to be an Alien-Enemy -

23- There is also at Com. Law the disabilities of Popish recusants
 and alien enemies -

24- Another disability is the office of Attainder - in a foreign country - and in
 30 Am. 301.
 10 Am. 84. England the Attainder may have the effect of disinfranchising the person.
 10 Am. 84.
 But by our Constitution the effect of an Attainder of Treason is to
 deprive the life of the Prisoner - it does not work the dis-
 ability of his office - they may, in fact, be re-elected, and may

July 28th 1. The contract of the D.P. is also pleadable as a disability when
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

Pleadings This can then be pleaded to the action, but only as a disability.
 Plea - The objection is not that the D.P. has no right, but only that
 37 Am. 581. it is incapable of suing alone - it goes only to the transac-
 13 Am. 174. in which the remedy is sought.

2. Intention is pleadable as a disability, Plea, cannot generally

be pleaded to the action or in reply thereto, - those - are it is un-
 37 Am. 581. reasonable that the D.P. should defeat the suit in reply thereto.
 13 Am. 174.

3. Intention is pleadable as a disability, Plea, cannot generally
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

4. Intention is pleadable as a disability, Plea, cannot generally
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

5. Intention is pleadable as a disability, Plea, cannot generally
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

6. Intention is pleadable as a disability, Plea, cannot generally
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

7. Intention is pleadable as a disability, Plea, cannot generally
 13 Am. 166.
 13 Am. 167.
 13 Am. 168.

Pleadings

216 C. 302.
1 D. 585.
Lawr. 109.

... is a similarity of the Df's conduct to the plaintiff's...
... is temporary, the plea is that the Df's may remain
... the similarity is removed.

III. Pleas in
Abatement,

Condit. 194.
216 C. 302.
Plead. 109.
216 C. 301.

— The third class of pleas, that are pleas in abatement.
... is to destroy the plea in abatement generally & extend
to the writ only & not to the count. — any defect in the writ is
sufficiently reached by a Demurrer.

216 C. 303.
Salk. 276.

8- This general rule that pleas in abatement do not reach the
Count, is not universal. — No it is universally true & converse, that
any plea which affects the character of the writ alone is a
plea in abatement.

216 C. 304.
216 C. 301.

9- The first plea in the Declaration, when there is one in
the writ is a plea in abatement. — The first & the last, a plea in
abatement is offered & the one is in the writ & the other
is in the count, & is regularly pleadable in abatement.

10- In England, where there is a variance of the order & descrip-
tion of the writ, to the order & the admission of the instrument —
as Evidence: — the Df's may prove the order of the instrument, & it is
in the record verbatim, and demur.

10 D. 118.
216 C. 301.
216 C. 300.

11- In these pleas great precision is required, for the Df's must
— name them & any inaccuracy is fatal — and it is held
that the Df's must even anticipate the answer.

Readings

2 Ray 117.
10 R. 145.

12 - A Deft. who pleads in abatement - must in general give the
 name of the writ - that is he must explain as to supply the
 defect or error in the writ, on which the plea is founded, in
 consequence of which -

13 -

Salk. 7.
Bac. ab.
Flem. 78.
2 East 107.

13 - Causes of abatement may be either intrinsic, or extrinsic.
 Thus, the misnomer of the Deft. is a ground of abatement,
 whether the mistake be in the writ, or in the return, and so is
 the omission of the Deft's addition, such as the description of
 his trade, Estate, title - degree, &c. - this addition is required by
 the Statute Henry V. for the sake of certainty -

3 Bl. C. 302.
6 R. 105.

14 - If the Deft. is described with his proper name, with his degree or
 mystery, & with his present or late place of abode it is sufficient.
 but a mistake of this kind in the writ is excused by the modern
 rule of practice, which denies the Deft. any of the writ -

10 R. 1740.
7 R. 1, 283.
2 B. 342 395.

15 - This Stat. of Henry V. extends only to personal actions, Criminal
 appeals, & civil matters in real action, it is not necessary to give
 the additions - for "Constable persona" from the precept to the proper name

6 Mod. 81.
3 Bac. 618.
10 R. 114.

16 - As want of addition is pleadable in abatement, so a fiction, a
 mistake in the addition is thus pleadable - by the Com. and no ad-
 dition was necessary. Except where the Deft. was a knight - in this State the

2 Ray 1014.
3 Bl. C. 302.

only addition requisite is the place of abode - but if one is used in an official or repre-
 sentative capacity, that addition must be always stated in this Country as well as in England.

2 East 24.
Cant. 301.

17 - Thus if one pleads as Sheriff he must be thus described & so on
 and so if a person is sued as. Ex^r or Adm^r

Readings. 1. - I can see no objection to the use of the word "slave" in the Declaration. It is more correct than "man" or "person" and it is more precise. It is more correct than "man" or "person" and it is more precise. It is more correct than "man" or "person" and it is more precise.

[illegible]

2. If the unit-locus, relates to one of the Septs, it is more
 probable, I think, whether it will not relate in 1860 - it appears
 to me, that if the identity of the Septs was only joint, it must
 totally relate - if however, it will not

3- In a plea in abatement for mis-name, it is not enough in the
 5th Rep. 467.
 1807. to plead that his name is not that by which he is known. He
 must state what his name is. He must deny that he was known
 or called by the name in which he is sued. And when he
 denies his plea he must commence with his right name.

8 - Of this - none as thick no advantage can be taken. Except
 by, i. e. in a Chestnut - for it - goes but - to the north, & must
 therefore be made up in time -

I - If one executes a Specialty in a wrong name it is said
that he must be sued in that name, & his right-appellation
must come in under an Alias. & I should conceive
that the proper course would be, to sue him by the right name
& suggest that the instrument was executed in a wrong name.

Readings 6
 No. 897.
 No. 898.

But if a man executes a Deed by a wrong Christian name,
 it is said to be fatal - & no recovery can be had upon it - at
 the present-day however, this doctrine is obsolete -

- The true rules are these: - if one has a wrong baptismal name
 given him, when sued on a parol contract, - it will, in such

Case, be fatal to that suit - but if John Sides Executes a Deed
 by the name of Thomas Sides, & pleads misnomer when sued upon it, a
 replication that he was known as well by the name of Thomas
 as John, is good, & will be supported by the production of the Deed.

8 Trep. 508.
 1 Ch. R. 440.

8 - The writ should always describe all the Defts by their proper
 names: - as if A. B. & C. are partners, it is not enough to name them
 as "A. B. & Company." - all of them must receive their proper individual names -

12 Ch. 244.
 1 B. C. 507.

9 - But where a Corporation is to be sued, it must be sued in
 its corporate name - not in the names of the individuals, who
 compose that body-politic -

5 Rep. 118.
 4 B. C. 38.

10 - Where a Deft. is misnamed, he may waive it, if he pleases,
 without endangering himself - and if he is sued upon in
 the same cause of action, in his own proper name, he may plead
 in bar, that he was formerly subjected to a suit on the same count,
 on an improper name -

10 D. 144.
 1 B. C. 507.

11. Misnomer of the Plff. is also pleadable in abatement - but a
 declaration that the Plff. was as well known by the name in which he
 sued as any other is good -

12. But a wrong addition, or want of it, cannot be pleaded in

Readings

Nov. 85.

Julm. 561.

3 Bac. 617.

Readings
 2 mod. 85.
 2 mod. 86.
 2 mod. 87.
 2 mod. 88.
 2 mod. 89.
 2 mod. 90.
 2 mod. 91.
 2 mod. 92.
 2 mod. 93.
 2 mod. 94.
 2 mod. 95.
 2 mod. 96.
 2 mod. 97.
 2 mod. 98.
 2 mod. 99.
 2 mod. 100.

2.
coverture

Co. Lit. 132.

1 Sid. 140.

coverture. 3. The Coverture of a wife is also a mere consequence to
Co. Lit. 131.
1 Sid. 140.
-ment for she is not liable to a suit without her husband -

14- But if a female sole marries "pluvient ditto" the lot I shall

Cw. Lac. 323.

15/in. 811.

Exp. 5. 325.

Pro. Lac. 323.
15th Dec. 811. Not able, because she will not be allowed by her voluntary
Exp. 5. 325.
a 21, to defect - a this - regularly commenced -

15- The Coverture of a Deft. - Can only be taken advantage of

1 Ch. R. 470.

10th. 1847. by a plea in abatement, - otherwise she admits herself to resign

-ly men - and the trust - placed in person that - by Atty - gen the

2 Sam. 209.

1 Ch. B. 498.

Can not appoint one: but if she does not this officer, he has

Spec. 254.

3 JRA. 631.

Salt. 400.

Spec. 284 - sand may appear lenticular in bar in any stage. May even be
3 TRM 631
Salt. 400.
were destroyed by a visit of Error "Conam vobis" -

16- The writ of Habeas must be brought by the individual whose liberty is at stake.

3 Exp. R. 16.

— The husband cannot bring it alone, & cause it is in right
his wife. — nor the wife alone of course —

179. G¹ - the wife he said alone on a Corn Post made during 60

Lawes. 105

10h. B. 440

Lawyer 105.
10th. B. 44. - Therefore, it may be given in evidence under the general plea
not as her privilege, but because the contract is void -

18 And if a man & woman live together as husband & wife, &

June. 18

$$- \{ \omega_1 + \delta \}$$

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Pleadings 19. Where the Def^t. is an infant & sued without guardian, or prochein
 any it is not good cause of abatement - but the Court will allow
 his guardian to be summoned - if he has none, will appoint one
 "ad litem": - if judgt. should go ag^t him without guardian, it
 would be ground of Error -

3. det. 89.
 3 Br. C. 427.
 Co. Lac. 640.
 2 Bar. 215.

20. If an infant is one of several Def^s. judgt. ag^t all is erroneous
 & may be reversed in toto. If an infant heir is sued as such, on
 an obligation of his ancestors, it should not abate the suit, but
 the parol unit demand - that is, the pleadings in the suit must
 be suspended & all proceedings stayed, untill he shall have
 arrived at full age -

James, 118.
 1 East 465.

3.
 Death of
 Parties.

21. Death of parties is another cause of abatement: - at Com. Law
 if a sole Pl^{ff}. or Def^t. dies, the suit abates - and though final judgt.
 be rendered it would be erroneous, whether it were given ag^t the
 deceased - the writ of Error would be by or ag^t the Ex^r. or Adm^r.
 in personal actions - in real, ag^t the heir -

2 Co. Dig. 98c.
 3 Co. Abr.
 Pleas. 2. 4.

22. If in a summons ag^t the Ex^r. or Adm^r. the Sheriff returns
 that the original party is alive he may appear in Court & plead
 "in nullo est erratum" -

3 Co. Lac. 339.
 1. May. 54.

23. So if one of several Def^s. dies "pendente lite", the suit abates
 & by joining in the action. They assert a joint right, which by the death
 of one, is dissolved: - there is an exception to this rule after summons & severance - for
 after severance, the Survivor is sole Pl^{ff}. - and there is also an exception in
 real actions, because the death of one increases the right of the other -

6 Co. Lac. 26.
 10 Id. 134.
 1 Bar. 75.

- July 26- 1- is common law if several *Plffs* die a verdict
Pleadings but before judgment the rule was the same - *Plffs*! - would be
 a misten - but if one of several *Plffs* die, the rule was that
 the suit should not abate: in such case, the *Plff* should
 suggest the death on the record & proceed agt. the survivor
 for by being died together they do not assert any joint right -
 2- If it be one of action would survive agt. the
 living *Plffs*. The suit must abate: - as in the *Com. Law* action
 of Conspiracy, which cannot exist agt. an individual: - in
 case of death, if the *Plff* takes out *exce.* agt. all the original
 parties it would be erroneous. 2 Mod. 115 - *Isac. Abr. Pleas. 5* -
 3- At the present day, by the Stat. 17. Charles II. & 8 of Wil-
 liam III. the inconvenience is remedied - for by these
 Stats where there are several *Plffs* & one dies *plene intell.*
 the suit shall not abate if the cause of action would sur-
 vive: the death being suggested on the record, the suit proceeds.
 4- And if either party dies after verdict & before final
 judgment is rendered, judgment will still be entered in pursuance of
 the verdict: - verdict before death of either party is always good -
 5- If a party dies after the interdictory judgment is
 rendered & inquiry is ordered, if the cause of action is one
 which would survive to *agg.* his *Ex.* & *Adm.*, the suit
 will not abate -
 6- If the *Plff* dies his *Ex.* & *Adm.* suggest his death upon

3 mod. 249.
 Isac. Abr.
 Pleas. 5.
 2 mod. 115.

2 mod. 115.
 Isac. Abr.
 Pleas. 5.

(see also)
 1 mod. 249.
 2 mod. 115.
 Isac. Abr.

Readings. He. report. matter is now same as Off. of the Dept. Dies the
 Vol. 244
 73ae. Ab. Off. may have - See a report to the Dept. Ex? to appear & show Cause
 73ae. F. 5- why he should not be excused ag't him -

1- If there are two Offs in a suit - both die, pendent lite, one before the other, the action, in the first instance survives to the remaining Off. from his death to his Ex^r alone - for at his death, he was sole Off. - so in case of death of one dies the suit survives against the living party - from his death as to his Ex^r -

Co. Edw. 1892
Collyer 1892
1890.
in our view - Ex. & what does not extend to him or aff. His rights - but real actions do not extend to aff. or agt. General L. is within the state -

Variance. - Variance is also another ground of statement - by which business-

14. 136. 249
3 Dec. 1862
3 Dec. 1862
3 Dec. 1862

a diversity between the instrument, Courtine's - react. enclosed &
himself, & the description of it - in the heading of the writ found
in the Reg. & the declaration in case, the variance is fatal to the
instrument - tho it may be objected that the modern use of reaction
has vitiated, & even more this rule -

0-2 The variance is only in point of form, & the indictment is nec-
-essary for if the exception is not thus taken it is waived: but if the variance is
in substance it is fatal & the proceeding in indictment is proper, it is still unnecessary,
for the Judge, Justice or Justice of the Court may ex officio dismiss the Cause.

150-
Pleadings

42. Rep. 544.
1854. 8.
Salk. 659.
18 Ann. 154.

11- Thus, if the P^{ff} in his writ demands a return of 20. He is to be taken
thous a claim set for 10. The law is in substance - is put it in a
variance between an instrument based on the description of that in-
strument in the writ - is regularly practised in the court -
12- In the writing more than 1001 - there can hardly be a
variance - for if one declares in his writ for 1000. from 100.
then he proves the setting of out 10. it may be the same -
13- If the variance is between the instrument based on the description

18 Rep. 656.
18 Ann. 154.
2 Ann. 540.
43 Rep. 612.

of it in the declaration. The English practice is to take advantage
of it under the general issue, by objecting to the instrument as Evi-
dence, thus working a disadvantage - (note p. 142. §. 10.) -

18 Ann. 17.
Com. Dig.
Hud. 23.
Salk. 108.

14- It will appear therefore that the D^{ft}. can take advantage of a
variance in four ways. - 1. by pleading in abatement. 2- in Evidence under
the general issue, by permitting it to go to the Jury & concluding that
the instrument proves nothing. 3- by objecting to its admission
as evidence. 4- by raising it as a plea on the record. -
15- The principle of this advantage is that the instrument when recited
in the declaration - (Anrep. 72. §. 10.) -

1 Ann. 57.
2 Mod. 839.
Salk. 223.

16- The principle of this advantage is that the instrument when recited
in the declaration, becomes a part of the declaration & thus makes
it inconsistent with itself -

16- do the D^{ft}. should declare one sum dated the 1st day of July
which was in fact dated on the 2^d. - after being recited on the record it becomes
part of the declaration & the effect is the same as if the P^{ff}. had since 1st declared
on the writ as dated the 1st. & then recited one dated the 2^d. -

Pleadings 2011. may object to the non-joinder under the general issue: for
 1099. 75.
 2 Sta 820.
 284. 282.
 284. 282.
 He did not promise to pay to A. alone but to A. & B. jointly -
 and in this case he may tender on oyer: - the contract shown
 on oyer, or proved is not the one stated -

23- In an action on a contract - it appears on the face of the
 declaration, or other pleadings of the Plff. that another person
 should have joined him, the mistake is fatal & is not aided by verdict,
 it is ill on demurrer, or motion in arrest of judgment: - so too, if
 A. sues on a bond to him self & B. & describes B. as in the when
 in fact he is dead, the error is incurable -

24- But in torts the rule is otherwise: - if one sues as sole Plff.
 even when it appears from his pleading, that another should have
 joined as Co. Plff. advantage can only be taken of it by a plea
 in abatement = (2 Mantr. 511. 63 & 422. - 11 B. & C. 419.)

25- Thus, if A & B. are joint tenants and A. alone sues C. in trespass
 qua. cla. fregit: - the declaration is that C. has entered on the land of
 A. - now the fact that it was equally the land of B. does not le-
 -ny this & will not support the genl. issue: - the Def. has trespassed
 on A's property, tho not his solely -

26- In this case however the Def. may show the interest of B.
 under the general issue: - not for the purpose of defeating the suit, but
 to show that A. is only entitled to a moiety of the damages. -

27- But if two sue, or a joint, when the right is only in one, advantage
 may be taken of it under the genl. issue: - for there the exception

Pleadings does go in denial of the declaration:— Thus, if A, owns the land alone, & A & B, sue C. in Trespass. tho' he has entered on A's land he has not on B's—

2^d If one part owner of a chattel dies for it in Town & the other does not plead in a statement—the other may afterwards sue alone for his part of the damages:— in this case, therefore, it is the part of prudence for the Def. to show under the gen. issue, the interest of the other part-owner, in order to mitigate the damages.—

1. Secondly, as to the joinder of Defs.— if one of two parties (as for instance joint debtors) is sued alone, he can plead the non-joinder of the other, only, in a statement:— if not thus pleaded it is waived in case it appears from the declaration, or other pleadings, that there is another who should have been joined.—

2. As if, A & B, are jointly indebted to C.— now the fact that B. is indebted together with A. does not disprove the fact that A. is also indebted— it is his debt:— it is not his solely:— if however it appears in the face of the P's declaration, or other pleadings to be a joint debt the fault is incurable.—

3. So also in actions "Ex quasi contractu" the nonjoinder of a Co-Def. if pleaded at all, must be pleaded in a statement:— actions of this description are such as are founded on contract, but sounding in tort; the contract being but matter of inducement:— as in actions agt. Com. Carriers, or other Bailees stating the implied contract—but charging neglect:— now however it appears unnecessary to join all the parties in such an action—for the gist of the action is considered as a tort:—

Pleadings

4- If several are bound by a contract - done only is bound. It abates the suit by pleading that another is not joined. The last party when joined may plead the non-joinder of a third - & thus every new deft. when joined may abate the suit by showing another party =

5 Coke 119.
10 R. 24.
2 Bl. R. 950.

5- But he, who in the first action pleaded the non-joinder of another party & lost: 70. Cannot in a second action, plead non-joinder of a third party, for he is bound by his first plea & should have given the Plff. a better writ =

5 Bar. 2614.
6 R. 769.
1 Sum. 291.

6- If however it appears from the declaration &c. that another party was also bound, & that he is still living, the fault is incurable, & is not aided by verdict: for from the Plffs. own showing it appears that the action was not properly brought =

1 East 48.
2 Bay. 272.
271 R. 454.

7- If two, or more are upon contract - when only one is liable, advantage may be taken of it under the gen. issue - for tho. A. made the contract, B. or C. are utter strangers to it - and therefore the misjoinder supports the general issue -

3 East 62.
1 Keel. 284.
5 R. 47.

8- If the verdict in this case goes agt. one, & for the other, judg. cannot be rendered agt. either - the former may arrest it - for the verdict under such circumstances, would negative the declaration which lays a promise by both - nor in such case, can the Plff. enter a nonne prosequi as to one -

5 Steu. 993.
2 R. 536.
5 Coke 117.

9- But if two are sued in, not for a wrong done by one of them, the guilty party must be convicted, & the other acquitted - the misjoinder is not pleadable in abatement - for torts are in their nature either joint or several (ante p. 129, §. 29.) -

Readings 10- Tho. however as a general rule, one, or, all, or any number of wrong doers may be sued for a tort, yet there is one exception, where the right of action arises out of a title to Real Estate, in both or all of the Defts. in such case all must be joined:-

5 C. Rep. 657.
1 Sum. 291 E.
2 Bl. E. 102.

11- Thus, if A & B are joint-owners of land & in consequence of their

2 Ent. 574.
1 Ch. R. 75-6.
Comm. D. 12.
Ala. F. C.

tenure are obliged to keep a bridge in repair, if a third person is injured by their neglect to do it, all must be joined or there will be good ground of abatement, for in this case the right of action arises from a neglect of a joint-duty in the Defts.

12- Non-joinder & misjoinder of parties are the most frequent exceptions made use of, as Pleas in Abatement, & are therefore most important, when the principle is well understood, the distinctions become perfectly intelligible.

pendency
of
prior suit

13- The pendency of a prior suit for the same cause, between the same parties, is a good ground for a plea in abatement. The Law will not permit more than one suit to be entertained, where one will answer the purpose.

7 Jac. 112.
Pleas F. 11.

14- If an action of Trespass for taking goods is commenced, the pendency of a prior suit in trover for the same conversion will abate it, for the two actions are concurrent.

5 C. R. 612.
4 Bl. 432.

15- Where goods are tortiously taken & sold, the owner may bring Trespass for taking or trover or convert in them (making the taking per se a conversion) or indebitur for the money produced by the sale: in such cases the pendency of either of these suits, will regularly abate the other.

4 Rob. 184.
Comm. D. 49.

Pleadings

16. But tho' all the causes of action arise from the same transaction, yet not being specifically the same, no one will abate the other:— Thus, the pendency of an action of Ejectment by mortgage at Super will not abate an action of Debt on bond, & so on which the mortgage was given, — for the cause of action are different, — and these actions may exist at the same time, even tho' the mortgage be now pending in Chancery for foreclosure.

50 A. 62 a.
4 B. 46.
2 W. 88.

17. This plea is good even when the prior suit is pending in another Court of Concurrent jurisdiction: Except when in England it is in an inferior Court in such case, its pendency below will not be noticed as a cause of abatement =

13 A. 11.
P. 11.
30 E. 10.
H. 6 a. 184.

18. It is sufficient to give effect to this plea, that the prior suit was pending at the time of commencing the second: — for the right of pleading in abatement is not taken away by a discontinuance of the former suit.

13 A. 11.
P. 11.
30 E. 10.
H. 6 a. 184.

19. The plea of pendency of a former suit is good, tho' there be a new Defendant added in the second action: — Thus if A. sue B. in the first, & afterwards B. is joined for the same cause, the suit certainly abates as to A. whether it does as to B. is a question: — so if there be two Defs in the first suit, & one of them is sued in the second the former abates the latter.

13 A. 11.
P. 11.

20. If a second suit is made out the same day that the first is abated, the second shall be presumed to have commenced after the abatement of the first & shall be liable to abate: — whether this presumption may be rebutted, is not settled.

Readings 21 - It is not a cause of abatement, that another suit in the same Court, is pending agt. a stranger - as if several newspapers are sued in several actions, or one of two or more joint & several obligors, for each law is severally liable.

8/Dec. 428.
Hobbs. 137.

2 Mass. 190.
1 Wm. 13.
4 St. 48.

22. In criminal indictments it is no cause of abatement, that another is pending agt. the same person for the same offence - the Court will in its discretion quash the first, but on informations & appeals the Court has no such discretionary power - they are within the rule of abatement - for pendency of a prior suit.

7 Mass. 864.
10 Wm. 13.
4 St. 48.
3 Wm. 1484
Couta

23 - If two informations are exhibited on the same day by different persons agt. one individual, each will abate the other & no final judgment can be had on either; for in law there are no fractions of a day, as in the complaints in volunteers; there is no reason for dispensing with the rule in favor of either - the opinion of Lord Mansfield is agt. this doctrine.

7
formality
process.

Com. Dig.
Writ
Art. H. 1.

24. Informality of process is another ground of abatement - as if the writ has been improperly issued - or indeed if any informality is discoverable in ~~the~~ it - this head therefore comprises as many particulars as there are defects in the writ - some of these defects will be enumerated.

25.

1. Thus, if the writ is made returnable at any other than the next succeeding term of the Court, leaving time for legal service before that term, the writ not only abates, but is utterly void, upon the face of it - and if the writ issues without proper authority, it is also void.

3 Wm. 344.
5 Wm. 700.
1 Root 313.

Pleadings 2. So also, the writ will abate if it has no date: what case or authority possible one: - and the same rule obtains, if it has a defective return: - and so, also, the writ must abate if the service be insufficient on the face of it -

Co. Dig. 892.
Bac. Abr.
Term. F. 6.
Salk. 63.

3. If however the return appears fair upon the face of it: tho' in point of fact it was incorrect: it cannot be pleaded in abatement: but the party may bring his action for a false return -

4. Want of venue in the ^{writ} is a good ground of abatement: still, however, in transitory actions, the true venue need not be laid, tho' some venue is indispensable -

70 Rep. 243.
11 Mod. 694.
1 Bos. 35.
Camp. 510.

5. But tho' in transitory actions, the venue need not be truly stated, the Court may at its discretion change the venue: this is a rule of practice -

6. In local actions however, the venue must be laid where the cause of action arises: and a failure in this respect is pleadable in abatement -

7 Coke 23.
Term. Dig.
Abat. # 17.

7. That the action is misconceived is ground of abatement, tho' this may be taken advantage of under the general issue: or by motion in writ of judgment -

Saunders. 106.
Hobbs. 199.

8. That the cause of action had not accrued at the time the writ issued is ground of abatement: and this defect may also be taken advantage of under a plea to the action -

Cart. 114.
Co. Dig. 892.
Co. Abr. 69.

9. Pleas in abatement regularly begin & conclude to the writ: or as the case may be to the declaration, by praying judgment of the writ that it may be quashed -

5 Mod. 132.
3 W. 307.

10- But in the case of a feme-covert - tried as sole Deft - the plea in abatement - concludes to the person -

11- If matter which goes in bar is pleaded in abatement - the plea is good - and so vice versa, if that which is only good in abatement is pleaded in bar, the plea is bad -

12- It is said that - the character of a plea is decided by its conclusion simply, without any reference to its subject-matter. Thus, if a plea begins in abatement, by praying judgment of the writ & concludes in bar, by praying judgment of the action, it must be a plea in bar. - this rule is incorrect -

2 May 646
6 Nov 103
12 Dec 524

13- The true doctrine is laid down by Lord Holt - that the character of the plea is determined by its commencement & conclusion taken together -

10 Ch. 446
2 May 593
12 Dec 584

14- According to this rule, where the beginning & conclusion are both alike, the plea is at once decided - but if a plea begins in abatement & concludes in bar or vice versa a different rule obtains -

4 May 44
3 May 518
2 Jan 209

15- Thus, if the matter which is pleaded goes in bar, & the plea concludes in bar, or begins in bar, it must be treated as regularly a plea in bar: if the beginning is in abatement & the conclusion is in bar then neutralize each other - the course must therefore be had to the subject-matter of the plea - to determine its character -

ut supra.

16- If matter which goes in abatement is pleaded with a repugnant beginning & conclusion, that is begins in abatement & concludes in bar, or vice versa, it is a plea in abatement, - & except where the

1 Ch. 446
1 Dec 636
1 Dec 211
2 May 1018

Readings

plea is found agt. the Def. in such case, it will be treated as a
 plea in bar & final judgt. in Chief will immediately be given for the
 Plff. this appears to be a rule of policy, to discourage dilatory pleading—
 17— The result then is that, where the beginning & conclusion dif-
 fer, the subject-matter decides the character of the plea. Except
 where it is found agt. the Def. =

2 Ch. Pl.
 Pleas in
 abatement
 Pleas in
 bar

Bac. Ab.
 Pleas F. 12.
 3 mod 281.
 1 Vent 130.

18— But if the matter pleaded is good either as a plea in bar, or in
 abatement, the Plff. in his replication may treat it either as a plea
 in bar or in abatement. For as the beginning & conclusion neutralize
 each other, one being in bar & the other in abatement & the sub-
 -ject-matter is either good in bar or abatement, no criterion
 is afforded & the Plff. must therefore have his Election. —

July 29.

Bac. Ab.
 Pleas A.
 2 mod 133.

1— The Court may treat the same thing in two dif-
 -ferent ways, as to the jurisdiction, 2. to the person of the Plff. 3. to the ter-
 -ritory of the Court. 4. to the writ. 5. to the County. 6. to the action of the writ.

2— But he cannot treat at the same time, two different matters
 as two, or two causes of abatement, to the cause, or one, & not of the ac-
 -tion. — He cannot plead two disabilities in the Plff. because one in-
 -cludes the other. — The practice in North. is however otherwise —
 3— When a cause of abatement is pleaded & found agt. the Defendant upon

6 Ch. Pl.
 10, 11, 12, 13, 14

error is as well, predicate of it as of a final judgt. — But Error
 cannot be tried after judgt. in Chief is pronounced: — For
 if we so treat a plea in abatement, found agt. him, may prevail
 upon the merits. —

* The practice is now absolute in North. — 2u.

Readings

6th Feb. 766.
Salk. 124.
Cro. Eliz. 554.
3 Bac. 151.

4. But mere matter of statement is not a ground of Error, unless it is pleaded in abatement:—for all exceptions which might have been taken advantage of under a plea in abatement, unless so pleaded, are waived—

5. This rule cannot be predicated of matter which may go as well in law, as in abatement:—as for instance, the outlay of

2 Ray. 574.
2 Noll. 58.
Bac. 111.
Pless. F 4.
1 Mod. 244.

the Piff. for reason or colour:—this may be pleaded in abatement, but if omitted it may as well be pleaded to the action.—

Warr. Alb.
Pless. F 13.
Salk. 310.
3 T Rep. 689.

6. Quia Sci. p. a. on a judgment: the Deft. is not allowed to plead in abatement: any thing, of which he might have availed himself, on the original suit:—

Lanes. 106.
3 B. & P. 420.

7. Again, a writ may be abated in part: & yet stand good for the residue:—Thus, if a writ is instituted on two bonds, the Deft. may plead that as to one there is a misjoinder.—

8. A Deft. may, again, plead in abatement to one part of a demand in law or another:—but this rule holds only, where there are two or more causes of action:—

4 Bac. 24.
Pless. F 2.
Salk. 370.

9. A plea in abatement, does not go to the merits of the cause:—and consequently does not preclude any subsequent action for the same cause: but there are some cases in which final judgment may be rendered on a plea in abatement:—

10. As to the manner of rendering judgment: the following are the distinctions: 1. When found for the Deft. the judgment is, that the writ or declaration as the case may be, be quashed:—this judgment of course puts an end to the suit unless the mistake can be rectified by an amendment:—

1 Inst. 22.
2 Str. 44.
Bac. 112.
Pless. F 14.

Readings

1 G.C. 303.

2 G.C. 307.

1 G.C. 342.

11- 2. If on a plea in abatement-judgt- is rendered for the Plff. on a demurrer to the plea, the judgt- is a respondeat super. and the Deft- is then at liberty to plead to the action.

1 G.C. 546.

2 G.C. 594.

1 G.C. 56.

12- But 3- If an issue in fact is joined on a plea in abatement, final for the Plff. the judgt- is final, respondeat super.- This rule appears to be framed for the purpose of discouraging dilatory pleas, which are false in fact.

1 G.C. 445.

1 G.C. 634.

13- If matter of abatement is, pleaded in bar, the Deft. is subject to final judgt-.

6 M.C. 195.

Salk. 320.

1 M.C. 347.

14- It is a rule that a Deft. cannot demur in abatement.- That is, to express the rule more intelligibly, matter in the writ which may be avowed cannot be demurred to.- but if a Deft. does demur in abatement, judgt- in Ch. if goes ag. him.

at-burrow

15- So again, if a demurrer to a declaration concludes in abatement the Plff. will have final judgt-.- this is directly the converse of the instances.- and the reason is that-as the matter goes to the action, not the plea only prays that the writ may be quashed, the Deft. cannot be allowed to plead again.

2 Sam. 401.

M.C. 202.

1 G.C. 14.

16- After judgment of respondeat super, a second plea in abatement cannot be received.- otherwise a Deft. might plead in abatement ad infinitum.- but where, after judgt- that the writ is abate, the Plff. has been allowed to amend his writ, the Deft. may plead in abatement to the amended writ.

17- After a general imparsonce the Deft. cannot plead in abatement after a special imparsonce is made.- if the Deft. obtains a general

Pleadings

Stoc. 16.
7 Dec. 29.

Rule 42 reserves to himself the benefit of Exceptions.

18. There is a rule of practice limiting the time of putting in a plea in abatement - in England four days is allowed after the return of the writ - unless the cause of abatement shall have arisen

Com. Dig.
Abat. 1st.Wiles Com.
2as p. 18.

after this time has elapsed. - So in C. Com. Pleas in England. So of course in the U.S.

19. But this limitation cannot obtain as to the matter as is good as well in bar, as in abatement. - for tho. the rule to plead in abatement has expired, the Deft. may plead to the action -

Wiles Com.
2as p. 18.

20. After the writ is abated, the Plf. may in most cases amend it by the Statute of Amendments & Joinders, on the payment of costs. - and if the Plf. thinks his declaration insufficient, he may also amend on payment of costs. - and further, if a declaration is found ill in demurrer, it may be amended before judgment is entered, on the demurrer, on pay't of costs. -

Pleas to
the action.

21. Pleas of the second class are pleas to the action, or in bar. There are, 1st. the general issue - 2d. a special plea -

22. Issue is defined to be a single, certain, material point - springing out of the allegations, involving an affirmative on one part & a negative on the other. - and by the Com. & aut. except in the single instance of a writ of right, - a direct affirmative & a direct negative, are indispensable.

4 Dec. 27.
Stoke 142.
1848, 630
83, 24, 278.

23 Thus, if one party pleads that his Co-Def't. is dead, & the Plf. replies that he is alive, this is not a direct negative. - he should plead that he is not

194.
Pleadings
16th, 17th,
18th, 19th,
20th, 21st.

Lead: - No this is not - but has been in modern times somewhat re-
-posed -

16th, 17th,
18th, 19th,
20th, 21st.

24. Thus, where the D. pleads that he was born in France, and
the P. H. replied that he was born in England. This was held a good
issue: - tho there was not a direct negation - for it is said that if
the second allegation is inconsistent with the first, that the first
cannot in any sense be true, it is a good issue -

16th, 17th,
18th, 19th,
20th, 21st.

25. The old rule however is now the most - the most - the most -
the most - the most - the most - the most - the most - the most -
the most - the most - the most - the most - the most - the most -
the most - the most - the most - the most - the most - the most -

26. In issue in fact, is where goods are alleged on one side and
denied on the other: - they are either general or special, a third,
called a common issue, is sometimes used, but I conceive it
to be entirely superfluous: - Thus there is said to be no general issue
in "Court books" or "non est factum" unless the deed only that the
breach is: - Ch. Pleas. 116, where it says that matters of defence to
an action on Court must be specially pleaded, -

16th, 17th,
18th, 19th,
20th, 21st.

1. General
Issue.

27. The gen. issue is a direct denial of all the material al-
legations in the Declaration: - or of all of those which the P. is re-
quired to prove: - a special issue, is one which is given on some
part of the Declaration

16th, 17th,
18th, 19th,
20th, 21st.

28. When the denial of any particular fact denies the whole right
of action, a special plea to that fact, if it prevails, will defeat the
whole suit: - the distinction of general & special pleas holds only of the de-

166
July 30th
Pleadings

Cap. 126 a.
Sec. 127.
New Y. L.

1. The general issue refers to the count, or declaration & not to the writ: thus, in an action of account, if the writ charges one as receiver generally, & the count charges him as receiver by the hands of D. the latter is the issue, & the P. must be prepared to prove it, or he will fail in his action -

2 M. & W.
2 M. & W.
1 D. & W.

2. The gen. issue for damages to the country - If this plea is not universally true - the gen. issue of "not libel" &c. as it is known to by the jury, does not conclude to the Country, but with a qualification - as its truth is decided by the Court upon inspection.

5 Inst. 473.

3. That if the record of a foreign Municipal Court is denied, the conclusion must be to the Country - for a foreign record is usually matter of fact - provable by testimony like any other fact.

3 M. & W.
5 Inst. 473.

4. The words of proof must also be the same where a letter is destroyed - ^{if denied} record is ~~denied~~ - for in both of these cases, the record cannot prove itself as it does in the first case -

10 Inst. 156.
2 M. & W.
4 Inst. 84.

5. When the Def. tender the issue the words of pleading is "And this he puts himself on the Country" &c. when the P. tender the issue he concludes by saying "And this he prays to be inquired of by the Country" -

3 M. & W.
Comp. 407.
2 Inst. 319.

6. This having been done by either side, the other party adds a "Similitur" - the description of the similitur has always in England been held fatal. tho. in some cases, it will be allowed to be added after verdict -

"- the issue always closes the pleading: and where it is well

Hearings

4 Dec 20
1 Jan 33
Jan 86

tendered on one side, it must as a general rule be accepted by the other party - but if an issue is badly tendered the opposite party may demur to it -

James 120.
Stu. 317

8- The party tendering an issue always employs the words "in manner & form" as in a plea of not guilty, the Df. says "he is not guilty in manner & form" &c. these words are sometimes words of mere form & sometimes words of substance -

James 49.
Stu. 319.
Sam. 313.

9- These words do not traverse the circumstances alleged as constituting the material facts, unless those circumstances are required to be proved - as for example, A complains of B. for a battery which he alleges to have been committed with a sword, now the words "not guilty, in manner & form" do not traverse this allegation because it is not material - the Df. is not required to prove the battery, precisely as laid -

Pete. 281.
Mac. 26.

10- But on the other hand - if the Df. pleads that a grievous wound was made to him by Dcd. the words denying the fact went to have been made "in manner & form" &c. traverse this allegation because it is necessary for the Df. to show that the grievous wound was by Dcd. since he has alleged it -

32nd 497.
11th 226.
2nd 501.

11- Again, where in a transitory action, the Df. lays a place by way of venue, the words in "manner & form" do not traverse the venue of the place because in a transitory action the venue is not material; but in local actions, where the place enters into the description of the act, the words "in manner & form" do traverse the allegation -

Readings 12. An immaterial issue is one which passing over a material allegation on the other side denies some allegation which does not decide the merits of the cause.

2 Sam. 314.
1 Ser. 32.
Wac. 314.
P. 1. 1.
C. 1. 404.
C. 1. 371-1a.

13. Thus suppose that in *P. v. B.* the Def. denies that he found the goods, or that the *P.* lost them. Here, the issue is immaterial - for the finding is only a matter of inducement - the question is the right of the action - so also, a matter of aggravation is not regularly issuable.

14. An immaterial issue is regularly not-avoided by verdict: - if an immaterial issue is joined in & not-remitted to the Court will award a *re-pleader* -

15. Where the pleading on one side is so defective as to contain no material allegation whatever, an issue to them on any one allegation will not be material - for how there can be no material averment - *pass over*

16. An issue cannot regularly be joined on a negative pregnant or an affirmative pregnant. - A negative pregnant is a negative, implying something affirmative in, or on, another party.

1 Ch. 1. 631.
1 Ch. 1. 212.
1 Ser. 114.

Thus, suppose the plea is that the *P.* released the cause of action after the date of the writ & the *P.* replies that he did not give a deed of release after the date - this implies that he did release before the writ, & is therefore a negative pregnant - but a negative pregnant is not bad pleading, unless to the affirmative, which it implies is sufficient as a ground of release of claim to the opposite party. Thus suppose the *P.* is in an action

Headings on contracts - reads every - that it was completely agreed to receive 7 per cent interest -
 but it is said that it was not - completely agreed to receive 7 per cent -
 this implies that it was agreed to receive legal interest - but as it will
 not support the plea that 7 per cent was agreed on, it is good -

8 - A negative proposition is borne out by the Stat. 32 & 33
 VIII. - which it is conceived that at the present day such a plea
 would be aided by the state of amendment of offices -
 17 - An informal issue is one taken on a material allega-
 tion, but not rightly taken in point of form - where an infor-
 mal issue is taken on an immaterial point, it is always called
 an immaterial issue, because the latter mistake is the great
 one - an informal issue however is aided by recollect -

20 - Under the general issue all the allegations of the decla-
 ration may be controverted; but as a general rule matters of fact
 only are in question - still however the genl. issue may be good
 tho the Deft does not intend to deny any fact in the declaration
 but intends to rely on some collateral fact -
 21 - Thus, if a feme - covert is bound on a bond, the jury find
 "you estreat her" tho she does not intend to deny any fact alleged
 but relies on the collateral fact of her coverture; - for the Law,
 as to the purpose of entering into a contract, does not regard
 a feme - covert as a moral agent -

22 - But if a bond is void only by reason of a partial incap-
 acity in the obligor, the fact of incapacity must be specially
 pleaded; - Thus, if an infant gives a bond & it is void upon it, he

Readings

2 Mar. 110.
2 Mar. 475.
3 Mar. 1383.
2 May. 747.
2 May. 108.
2 Hb. 143.
Ch. R. 170.

at the time of the 2dts plea, pleaded. The 1stt. had no right of ac-
tion may be given in evidence under the usual issue. This

I do not consider as an exception. for here the promise is
a mere fiction & the issue of the implied promise does not
mean that no promise was made but that 2dts is not liable

5-ot ones, under the plea of non assumpsit - usury, or any other illegal
contract, release, in fancy payment. a specialty given for the sum

Ch. R. 476.
2 May. 566.
2 Eut. 230.

demanded, a formal recovery, or an award of arbitrators may
be given in evidence - while they are inconsistent with the plea
of non est factum -

2 Mar. 576.
2 Eut. 230.
2 Eut. 151.
2 May. 747.
Action.

6- There is another defence which, I think, may with equal
propriety be given in evidence under the plea of non assumpsit
viz. record & satisfaction. tho the correctness of this rule is doubted.

None of the defences now, however, or in the future, is given
in evidence under the plea of non assumpsit in a special

2 Eut. 2147.
2 May. 566.
2 Mar. 110.
2 May. 747.
1 Ch. R. 476.

action of assumpsit - for as there is in a cross contract
laid in this case, the plea of non assumpsit denies this express
contract, while the rule has been extended to both.

8- But on the other hand the stat. of limitations, under which
I banknote must be specially pleaded - for they are security

Ch. R. 178.
2 Eut. 147.
2 May. 193.
1 Eut. 283.
Rule 2.

matte of law which do not go to the gist of the action, but
to the time of it - that is, they destroy the remedy only, & do
not like those of the former class destroy the right of action
of - while in a simple contract, the words agree to take

172.
Pleadings
 Code 875,
 Comp. 588,
 D.C. 103,
 2 H.R. 143,
 1 S.W. 273,
 No. 2.

Stat. of limitations may be shown in evidence under the gen. issue of the debt. This appears to me to be a very nice distinction -

So also, may a release, infancy &c. for the reasons in the same -
 10 - Under the plea of non est - advantage may be taken of

2 S.W. 214
 10 H.R. 92,
 1 S.W. 470.

the State of pleadings & required, - for this merely refers to the point of evidence of the bill - it may, however, be specially pleaded -

11 - But this mode of pleading is a matter of defence is not

W.C. 112
 1 H.R. 63,
 H.R. 174,
 Comp. 478,
 D.C. 103,
 2 S.W. 217,
 1 S.W. 252.

received at law - but in actions founded on tort, any time may be taken in actions on specialties - every matter of justification must be specially pleaded -

12 - It is however, an universal rule, that every defence to the action, which cannot, by the rules of pleading, be specially

S.W. 111, pleaded, may of course be given in evidence under the gen. issue -

for if I do this a good defence is made, & will stand up in some way. Consequently to plead - in this case give it under the gen. issue

13 - The defendant instead of pleading the gen. issue may deny any thing he

Comp. 210,
 H.R. 1,
 H.R. 27,
 1 H.R. 5,
 2 S.W. 203,
 1 S.W. 273,
 1 S.W. 252.

transacts over - which goes to the gist of the action & concludes to the contrary - in forming a special issue - if a plea tending to issue in this manner is made as an answer & part only of the defence, the answer shall be in issue in some way, except the particular

4 - But a special plea amounting to the gen. issue is inadmissible (if a special plea of course, I mean a plea involving new matter

W.C. 112,
 H.R. 1,
 H.R. 27,
 2 H.R. 103,
 1 H.R. 77.

for this would amount to the case to an admission of the plaintiff's plea which virtually, being my objection in the Declaration, the

def. may allege new matter, amounting to the gen. issue -

Readings 15. The Deft. - however, is not to plead anything specially, except
new matter, on which a question of Law may arise before the Court.
16. But to this gen. rule there are 3 exceptions: - and 1. A plea amount-
ing to the gen. issue may be specially pleaded. - Such plea contains
special matter of justification - for matter of justification is always
matter of Law - therefore Law must be specially pleaded -

1 Den 40.
Jac. Mr.
New. G. 3.
10 Reg. 268.
Exp. 2. 118.

2. The Court may in its discretion, allow a plea of this kind, if
the facts are such as will raise a difficult question of Law -

10 Reg. 268.
13 C. 127.
New. G. 3.
125, 126.

3. In the action of Trespass & Ejectment, the Deft. may state his title
specially, provided he, at the same time, gives colour of title
to the Plf. or supposition to have an appearance of title,
and indeed in point of Law - but of which the Juries are not
competent Judges -

4. There seems to be some inconsistency in the books, as to the
mode of taking advantage of a mistake of Law, that of
pleading specially what amounts to the gen. issue: it is a
question, whether advantage should be taken of it by special
pleading, or, by showing the Court that ^{error} the gen. issue,
is a mistake of Law, to go against him by Bill & Cit - the last opinion
seems to be the true gen. rule -

10 Reg. 268.
New. G. 3.
125, 126.
127, 128.

10 Reg. 268.
New. G. 3.
125, 126.
127, 128.

5. I conceive however, that the former rule may hold in some cases,
thus, if the Court refuse the plea, & Deft. refuses to alter it, & insists
in it, then I conceive it may be decided in favour of the Plf. - the Plf. is never, however, obliged to enter a
verdict against the Deft. - the Plf. is never, however, obliged to enter a

10 Reg. 268.
New. G. 3.
125, 126.

Pleadings

Wash. Cir.
Pleas & D.
Civ. Proc. 165-
219-

Aug. 2-

Wash. Cir.
Pleas & D.
Civ. Proc. 165-
219-
Salk. 294.

Wash. Cir.
Pleas & D.
Civ. Proc. 165-
219-
Salk. 294.

Wash. Cir.
Pleas & D.
Civ. Proc. 165-
219-
Salk. 294.

2 Ch. 557.
1 Sam. 299.
2 May 331.

Demurrer, or to adhere to it. And if the Court requires for the de-
fence to be entered it is not. It may state justly "it is not."

1. There is a material distinction between a special plea amount-
ing to the gen. issue & one taking issue which in evidence will sup-
port the issue. Thus, a release will support the plea of "Nil debet"
on simple contract. But it does not amount to the gen. issue
or may be specially pleaded "bona, conventus, dampnificatio."

2. The general rule of distinction is this: No plea which
admits that there was cause of action, or that
the allegations are true (as warranty, dampnificatio) amounts to the gen.
issue. No plea which might have been given in evidence
under the gen. issue would have supported it. The gen. issue
in short always denies that there was cause of action.

3. Pleading specially in the form of a special plea, what am-
ounts to the gen. issue is as has been remarked, D. B. J. & W. can-
not in itself, suffice in giving colour to the P. P. giving colour
consists in allowing the P. P. some fictitious title, insufficient in
law, to give an opportunity to the D. P. to introduce his own
title on the record in answer to it. That the Court may compare
them: but care must be taken not to give the P. P. too much colour.

4. But tho a D. P. cannot plead title without giving colour, yet
he may plead "in quantum tenentur" without colour. This plea
is not altogether upon the doctrine of the common law, tho tho
it is, it is almost entirely abrogated.

Pleadings 5. A plea stating special facts, which go to prove the gen.^l issue & concluding with the gen.^l issue, is good. - Thus to an action on bond or deed the Deft. may plead that it has been altered "so" it is not his deed. This called in the Norman French pleading with an "assent" meaning "so" -

Wac. 211.
Plea. G. 8.
Salk. 274.
1 Vent. 216.
Bull. 2. 164.

Salk. 274.
Bull. 2. 222.
Wac. 211.
1 Vent. 216.
Bull. 2. 164.

6. This plea according to some must conclude to the country. Two others say it may be concluded with a verification. The former is conceived to be the better doctrine. For if it concludes with a verification it becomes nothing but a special plea amounting to the general issue.

7. It is further said that the Deft. may plead over the issue on the special facts, which precede the conclusion of the plea & therefore it is said, it must conclude with a verification. In answer to this, I remark, that there is no necessity for this, - for by taking issue on the conclusion the Deft. must of course prove the special facts alleged. - Such a plea, however, may be the subject of a demurrer.

Bull. 2. 164.

8 Ch. 199

1. Special Pleas in Bar

Salk. 37. 111.
127.
2 Ch. 2. 415.
Holt. 104.

8. And Coke says, this was always the mode of pleading when the deed was void by reason of any extrinsic fact, or by reason of one the ex post facto. -

9. Deft. of special pleas in bar a special ^{plea} is defined to be a plea which admits the fact stated in the declaration & goes in avoidance of them. - His definition is not precise, correct, for a special plea in bar sometimes traverses some material part in the declaration.

10. Thus, to an action of Trespass &c. the Deft. pleads that he

Pleadings have locus on a certain day in which he entered & it avers that on any other day he entered.

11- A special plea in bar should define to be one which alleges new matter in bar of the action & concludes with a verification - it admits all allegations, which it does not - to answer & goes in avoidance of all averments which it does admit.

12- There is however one kind of plea which neither admits the Opp's. allegations nor avoids them - to wit - an Estoppel - the object of a plea in Estoppel is to preclude the adverse party from making the allegations which he has made - this plea of course counts upon some matter of record -

13- Every plea of justification must confess the fact intended to be justified. Thus, if in an action of battery - the Deft. instead of denying the battery, or confessing & availing it - justifies an act which does not amount to a battery - the plea is bad.

14- For examples of a good special plea in justification, see authorities in the margin.

15- A special plea in bar always alleges new matter - and to define new matter - Every thing & anything which does not deny the allegations of the opposite party is new matter - and every special plea as it contains new matter, must regularly conclude with a verification.

16- Now it seems that a plea merely in the negative may conclude without a verification - because it is said that a party is never obliged to prove a negative.

3 B. C. 308.
3 B. C. 346.
Lives. 38.

1 Sam. 14. 7.
Exh. B. 318.
32. Rep. 298.
J. W. 374.

1 Sam. 103. 7.
2 B. C. 363.
3 B. C. 304.
Conf. 375.

Lives. 145.
Wiles. 5.

Pleadings 17- On the other hand, pleas which contain a regular issue that
Cent. 58.
3 B.C. 309.
Law. 145. ble by the Jury must conclude to the Country. for otherwise the
 pleadings might go on ad infinitum:- There is however a mode
 of tendering an issue, which is not complete - as for instance, the
 method of alleging with an allege hoc:- here the opposite par-
 ty may plead over denying the allege hoc.

18- When the Deft. alleges distinct matters of defence to different
Law. 388.
Salk. 512. parts of the declaration, or cause of action, he may conclude each
 with a verdict, or the whole with one -

19- To every special plea there are certain requisites:- Lord Coke says
Co. lit. 285.
4 B.C. 83. Every Deft. must plead such a plea as is pertinent & proper to the
 quality of his case -

20- Every special plea must contain issuable matter, that is some
Same, 137.
2 B.C. 135. matter of fact - that can be tried:- Thus, if in an action of con-
 tract, the Deft. should plead that he has always been ready to
 perform, without more, the plea is ill:- for his readiness is not
 an issuable fact - if it were it is no defence -

21- Every plea in which matter of fact & matter of Law are so blended
Ch. 11. 519.
2 B.C. 55.
Co. lit. 285. d.
Law. 385. that they cannot be separated is bad:- Thus, where one pleads
 that he lawfully enjoyed the goods of all persons in the said district
 it was held ill - for the Jury cannot decide on the legality of his
 right, he ought to have shown how the right was acquired:-

22- 1. A plea in bar to the whole declaration, must answer to the whole
proverbum, or cause of action. otherwise it is ill for the whole. Thus in an

Pleading action for assault-battery &c. involving ill-treat to the whole justifying the assault-battery only, is ill for the whole & Damages will be recovered for the whole cause of action: - or an entire right-cause will be divided in its effects. - See *Ap. 1. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 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971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.*

2- The same rule holds as to the subsequent-pleadings. The replication must answer the whole plea in bar. - the rejoinder must answer the whole replication. &c. of the rest.

3- The Def. may, however, make different-answers to different parts of the declaration. Even tho. it consist of but one Count. Thus in *Trapp* for B. hours - the Def. may plead, "not guilty" as to all but one. & as to that one a justification.

4- It is not meant then, that every part of the defence must reach the whole declaration. But that the whole defence taken together shall reach the whole declaration. Thus, if one be sued in *Ap. 1* for \$100. he may plead payment as to \$50. accord & satisfaction as to \$25. - tender for the residue.

5- Every plea to the action is taken as an answer to the whole cause of action, unless expressly limited to a part. - And if it is possible to be an answer to the whole, is good only for a part the Plf. may demand - so also, if matter which would be a good answer to the whole is pleaded only as to part of the declaration, the plea is ill. - as in *Ap. 1* for \$100. tho. the Def. plead as to \$50. accord & satisfaction for the whole demand, tho. it would be good as to the whole, yet as the Def. has pleaded it as to part only, his plea is insufficient - bad for the whole.

Pleadings 7- If the Defr. plea is only in answer to part-its in law good as
1 Sam. 46.
 2 Ray. 641.
 13 to * to part only. it is a discontinuance of the defence & the Plff. should

take judg^t. by "nil dicit" as for want of a plea -

1 Sam. 28.
 note 3.
 2 B. & C. 179.

8- The Plff. in this case should not demur - for he is not bound to ac-
 cept an answer to a part only - indeed, by demurring, he would himself
 discontinue - for by consenting to try the sufficiency of a part only
 of his cause of action, he waives it as an entire right - & thus, both par-
 ties are virtually out of Court -

1 Sam. 28.
 4 Coke 62.
 Str. 308.

9- If the facts pleaded to a part only are good for the whole, it is a ques-
 tion whether the Plff. ^{should} ~~demur~~ or take judg^t. by "nil dicit" - the
 latter opinion, however is conceived to be, that the Plff. should take
 judg^t. - tho' if the plea beginning as to the part only, expressly answers
 the whole declaration in its conclusion the Plff. may demur special-
 ly for the inconsistency -

2 B. & C. 424.
 Lawr. 136.

10- But the rule requiring every plea in bar to answer the whole
 declaration, does not oblige the Defr. to answer such parts as are
 immaterial, or not of the gist of the action - as matter of inducement
 or aggravation - for a plea which answers the gist of the action co-
 vers of course the whole gravamen -

1 Sam. 28.
 note 3.

11- Thus, in Keppel, on breaking & entering a house, breaking & expelling
 the Plff. from it - the Defr. pleads that he was thrust & had an original
 process to execute - that admittance was denied him - this justifies the
 gist of the action, & the rest is only matter of aggravation & therefore
 need not be noticed -

Pleadings 12 - In this plea, judgment will be rendered, unless the Df. makes a
 27. Hk. 292.
 177. 131. 553.
 313 C. 311. novel assignment of the beating & expulsion - that is, the plea will
 defeat the action, if the pleadings go no further -

13. Novel assignment - consist in alleging in the replication what
 236 C. 311.
 177. 131. 553.
 313 C. 311. are necessary circumstances, what was alleged in the declaration
 generally - or in stating as a substantive ground of action, what ap-
 pears in the declaration as only matter of aggravation -

14. To a novel assignment the Df. may plead anew, as to a new
 136 C. 299.
 313 C. 311. declaration - Thus, in the case above mentioned (3. 11) after the Df. has
 made a novel assignment, the Df. may plead "not guilty" -

15. A novel assignment must always conclude with an averment that
 164 C. 164.
 177. 131. 553.
 313 C. 311. the act described in it, are different from those answered in the
 plea, otherwise it is superfluous, for the act is clearly answered, & de-
 fended by the plea - and the averment cannot be specifically tra-
 versed - the Df. should plead the gen. issue & under it contradict
 the averment -

16. It was formerly necessary for the Df. to set forth specially all
 301 C. 301.
 177. 131. 553.
 313 C. 311. particulars, however numerous, of a defence consisting of special
 matter of avoidance -

General Pleadings 17 - But in modern times, this rule has been relaxed & general plea-
 ing has been allowed, to avoid prolixity; if the particulars
 301 C. 301.
 177. 131. 553.
 313 C. 311. constituting the special defence, would, if pleaded, amount to
 inconvenient prolixity, or as Lord Coke says "would tend to in-
 -juncture," general pleading is allowed -

Pleadings 18. Thus, if a Sheriff is sued on a bond for the faithful discharge of his duties, he may plead ~~his~~ performance generally - for it would be morally impossible for him to set forth on the record, every specific act - which he has done for many years in his official capacity - as Sheriff. (See "Court-broken") -

Wae. Alc.
New. T. 3.
13. 24th 753.
Carp. 575.

19. But - if an Exr is sued for not paying the legacies in a will, he must plead that he has paid one legacy to A. B. and other to C. D. & have that - there are all - so also if one is sued on a contract to convey all his real estate, he must plead that he has conveyed Black acre & White acre &c. and aver that these are all of which he was seized -

1 Sam. 117.
2o. Dec. 389.
10th. 648.

20. When contracts are negative, the Deft should plead specially, that he has not done the act covenanted agt. - But a plea of performance to a negative covt. is only ill on special demurrer -

Co. Dig. 691.
Exp. 5. 305.

21. All pleading must be consistent - with itself - repugnancy in a material point - radically vitiates every plea - but in an immaterial point - it is merely surplusage - unless better advantage of by special demurrer, is waived - repugnancy in an immaterial point - is no ground of demurrer at all -

3 Bish. 333.
1 Will. 98.
2 Bish. 339

reverses. 22. A Traverse is a denial of some particular fact or fact alleged in the adverse party's pleadings. It always creates an issue - it may be taken to any part of the pleadings -

Co. Lit. 282.
Will. 191.

23. When preceded by special matter by way of inducement - it is called a technical traverse - or as Lawes. expresses it, "a special one"

182.
Readings
Laws, 116,
122, 149.

This distinction of the Law, however, is incorrect, for a traverse may be general with inducement or special without it -

24. The Extent of a traverse, is the Intention to distinguish its Character, as general or special - if it denies all the allegations of the opposite party, it is a general traverse - if one particular isolated fact only, it is special. -

Sec. 87. 20-21. It is also said by Bacon, that a traverse closes the issue, as a general proposition, this is incorrect - it is only true as an Exception to the general rule, the traverse only tenders an issue.

25. A Technical traverse is with an "allege hoc" & concludes generally with a verification - and if special, it must also conclude in the same manner - Thus, the Deft. pleads that he derived his title from A. who died seized in fee, the Plff.

6 Co. 24,
51a. 87,
4 Mac. 69,
1 Sam. 103.

replies that A. died seized in tail, "allege hoc" that he died seized in fee - and this he is ready to verify -

26. The words "allege hoc" are however not indispensable

Laws, 116,
122, 149.

for the purpose of introducing a technical traverse - the words "Ch. No." answer the same end -

27. A general traverse reaching all that is alleged on the opposite side concludes in general to the Country. Thus in an action of Assault & Battery, the Deft. pleads "non a fault de moi" - the Plff. replies that it was committed by him, "il a fait injurie

Sec. 87,
Laws, 116,
122, 149.

"propria. allege telle cause" - & concludes to the Country -

28. This cannot be ill as being immaterial even if all

Readings This is alleged on the opposite side to be frivolous. For it answers the whole. Neither can it be necessary or proper for the adverse party to answer it by special matter, because it tends to an issue which extends to all he has alleged -

30 - But a special traverse must conclude with an averment or verification - as if a Sheriff being sued for a false imprisonment - pleads that he made the arrest by virtue of a lawful warrant - the Plff. may plead with an "Abque hoc" warranty "non tunc" & conclude with a verification for in such case there may be a necessity for the opposite party replying -

31 - It would seem that a general traverse may in some cases conclude with a verification, at the discretion of the party traversing - this is undoubtedly incorrect in principle, & is warranted by precedent - yet these precedents ^{seem} to have originated in a mistake -

32 - The general former traverse "de injuria, &c" is a good mode of denying matters of fact - but where the justification contains any matter of record, title &c. it is not good - for this traverse does not separate the matter of fact from the matter of law -

1 Bur. 320.
8 Coke 67. a.
2 Jones 155.
1. Denial of issuing inducement with an "abque hoc" the Plff.

2. Many sometimes are a direct denial - and this latter mode of the -

2 Sam. 206

1 Sam. 103.

2. Where

2 Wils. 364

note

issuing differs in phraseology & conclusion - this latter always concludes to the Country - it is not called a traverse, but an issue -

2 Where there is no matter of inducement - there is no necessity for

Readings the technical traverse - and it is much more dangerous-like to make
 one of the issue -

Dec. 18.
 Plaus. H. 1.
 Saver. 141.
 13m. 121.
 2 Pl. 102.
 2 Nov. 91.

I suppose that to an action on contract - the Def. pleads away
 from the Plf. may either plead with a technical traverse, to wit
 that no legal interest was agreed to be rec^d. abque hoc that illegal
 interest was required - or he may say simply - that it was not
 to receive unlawful interest - & conclude to the Country. This
 is an issue -

4. When the omission of inducement will not constitute a ne-
 gative pregnant - the issue is proper to be used - but when the
 omission will make a negative pregnant - there is a necessity for
 the technical traverse -

Ch. C. 116.
 1 West. 240.
 2 Saver. 140.
 1 Pl. 102.

5. According to some, the wrong conclusion of an issue on
 traverse is a fault - in form & can only be reached by a special
 demurrer: - others consider it as a fault - in substance; tho the
 former appears to be the better opinion -

St. 841.
 2 Saver. 148.
 2 Pl. 102.
 Saver. 117.

6. Where a party superadds a technical traverse to an is-
 sue, when the latter is sufficient - it is demurrable for this would
 make the issue which is complete, more inducement to an issue
 which is left open - Thus, if a Plf. says to a plea that a Co-Def. is dead
 "he is not dead" & then adds "abque hoc" that he is ^{dead} ~~dead~~ this latter
 expression is only tantamount to the first -

1 West. 282.
 3 Pl. 102.
 2 Nov. 68.

7. Where one party alleges one matter inconsistent with
 what is alleged on the other side, then allegations must be

Headings however - Thus, the Deft pleads that a Co. Deft. is dead - the Plff that he is alive, argue hoc that he is dead, for otherwise the pleadings would go on forever -

8 - Whenever in answer to a negative allegation on one side, it is necessary for the other party to make out his cause of action, he cannot traverse the negative averment. - Thus, if to an action on an arbitration bond the Deft. pleads "no award" the

6 East 586.
1 Ch. R. 187.
Lawes, 150.
2 B. & B. 362

Plff must reply an award, & set it forth on the record, specifying a breach; - this is necessary to make out his own cause of action - for till his replication comes out - it does not appear that there has been an award & breach -

Jones, 118.
Holt, 321.
Cromb. & Co.
N. & E.

9 - It has been said that a special traverse must have an inducement - to avoid a negative pregnant - this rule is laid down too generally - whenever this rule does hold, it is in those cases only when the traverse taken by itself includes such circumstances as are not material - it is necessary in such cases, in order to limit the extent of the traverse -

10 - Thus, the Deft. in assault & battery pleads a justification & a "molitor manus improbit" - the Plff replies that he did

2 Sam. 188.
Com Dig.
Nott. & Co.
1 Sam. 102, b.

not gently lay his hands on him - this amounts to a negative pregnant - for it is open to the implication, that he did not lay his hands on the Plff at all - he should reply - "the Deft. violently laid hands upon me argue hoc that he did it gently -

11 - But there are many cases in which there need be no inducement -

Pleadings on Special Traverse; Thus, the Plff. simply deny that John ^{is dead} Stiles, without pleading in the technical form "John Stiles is alive, allege hoc that he is dead." As in many other cases -

12 - When a party merely concedes & avoids the matter of the opposite party - there need be no traverse - indeed, a traverse would be entirely repugnant -

13 - Thus to an action on bond, the Def't pleads a release - the plff replies that the release was obtained by duress, allege hoc that he gave a release - this would destroy his replication for the two propositions are repugnant -

14 - A traverse preceded by inducement - & both going to the same fact - is a mere conclusion from what is stated in the inducement -

15 - When a technical traverse with a verification is tendered the issue is joined by the opposite party's affirming over what he has before alleged & on which the traverse is tendered - and concluding to the contrary -

16 - It is laid down that - an issue joined upon an allege hoc must have an affirmative effect - the meaning is that there must be an affirmative after the allege hoc, not after the issue - the amount of the rule is, that a negative allegation cannot be traversed by an allege hoc -

17 - Thus, in an action of Covert-taken, where the right of action was to accrue upon notice of some fact - the Def't pleads, that notice was not given him - the Plff. replies that he did give

Headings

notice, alogue hoc that he did not give notice - here the alogue hoc is improper - for the traverse is found sufficient without it -

40 Dec. 70.
2 Mod. 60.

18 - The omission of a traverse when necessary is at Common Law - matter of discretion - not at the present day. By the Stat. 405 - Anne. it is made mere matter of form. -

Laws, 118.
Cro. Cas. 330.
Comm. 219.
Head. & 20.

19 - ^{transferring} The 7th's title shows a defective one in himself in the instrument - even which a defective title for the 10th was attempted to be made out - & however, his plea is bad -

Aug. 1-5.

1 - It is a general rule that there cannot be a traverse upon a traverse, when the first is material - by a traverse upon a traverse

14. 151. 403.
406. 104.

is meant - that when one party has traversed a material allegation, his opponent cannot leave it & tender another to the same point - but must join in the first -

10th 101.
Nov. 183.

2 - Thus, the Deft. claiming from John Stiles, pleads that John Stiles died seized in fee - the Plff. replies that John Stiles died seized in tail, alogue hoc, that he died seized in fee - now the Deft. must affirm over that he died seized in fee & conclude to the country - he cannot plead with an alogue hoc & conclude with a verification -

3 - But a traverse after a traverse is good, tho' the first is material.

C. 21. 282.
40 Dec. 73.
406. 104

A traverse after a traverse is one, which does not go to the same point, as that embraced in the first, but to a different one - and this is the criterion which distinguishes this traverse from a traverse upon a traverse -

Readings

Con. Dig.
pleas. & v.
102. 535-
Hobbs. 104.

4. Thus, to an action of trespass the Deft. pleads a license on a particular day & traverses all trespasses on any other day before or since - now the Plff. has election to join in the first traverse, that is, that the Deft. is guilty on a different day, or he may traverse the license - or if the Plff. were obliged to join in the first traverse, he would be precluded from denying the license, tho it might be entirely false, that he gave one, and as Lord Hobart says, "the trespass denied is one thing - that justifies another."

Ch. P. 535-
Con. Dig.
pleas. & v.

5. The more simple & better way of pleading for the Deft. is to plead specially only as to the time justified or avoided - & the general issue as to the rest - Thus, in trespass, he should plead as to any trespass before or after a certain day, "not guilty" as to that day a release -

102. 535-
Con. Dig.
pleas. & v.

6. The day said in the justification is the same as that said in the declaration, there it is sufficient to plead the license as to that day & take no notice of any prior or subsequent time: in this case the days are identified -

Hobbs. 104.
1483. 576.
C. 10. 26.

7. There may however be a variance upon a variance - 8th where the license traverse is on an immaterial point - here the other party may treat it as a nullity, & traverse the inducement if there is any thing material in that -

43. 240.
1. 21.
Co. Hec. 22.

8. Thus, in trespass for cutting & selling the Plff's trees, the Deft. pleads that he cut them for Plff's use & traverses that he sold

Pleadings

Item, this traverse is immaterial. The setting is entirely unnecessary to be alleged. - The Plff. may pass over this traverse & himself traverse the inducement -

1 Ch. R. 597.
5 D. R. 367.
2 H. R. 182.
C. C. R. 108.
1 Sam. 22.
note

9- 2nd, In the case of a foreign plea, there may be a traverse upon a traverse - Thus, Suppose in trespass for a battery alleged to have been committed in the County of A. - the Def^t pleads a local justification in the County of B. Concluding with an allege not, that he committed it in the County of A. now the Plff. may join in this traverse, & affirm over that the Def^t did commit the battery in the County of A. - or he may leave the traverse & traverse the local justification - for if the Plff. could not leave the traverse tendered, & take issue on the justification, he might be deprived of his right to choose a venue in transitory actions -

1 Ch. R. 531.

10- The better method for the Def^t in this case is to plead "not guilty" as to any trespass in the County of A. & as to the County of B. a justification - tho it may be remarked that he cannot be compelled to plead in this manner -

Comm. Dig.
Plaintiff & Co.

11- When the matter alleged in the declaration is divisible. ^{much as} so that the Plff. is entitled to recover as he proves title. i. e. the Def^t cannot make that part of his plea which is an answer to a part of the declaration, an inducement to a traverse of the residue -

12- Thus, in an action of Debt for \$100, the Def^t cannot plead payment as to \$50.

1 Sam. 267.
Dover, 116.
year, 225.

which was the whole Debt. allege not that he owed any more. This is bad he should have pleaded two pleas - "payment" - & as to the rest "nil debet" -

22 May 44.
Laws. 141.
Pleadings - actions, intended agt. - and it is the only mode of denying such allegations as cannot be put in issue -

19 - Thus refusal in the protestation or any other defect in the clues will vitiate the pleadings, for it is in strictness no part whatever of the pleadings -

20 - A traverse can only be taken on a material point, that is, on one, the decision of which would conclude the case. If however the adverse party chooses to demur to a traverse as being immaterial he must by the Stats 27. Elizabeth, 1 & 85 Anne demur specially -

21 - If a party to whom an immaterial traverse is tendered joins in it & the issue is found agt. him, judgment will regularly be arrested & a capias awarded; for it is a general rule, that the party who made the mistake shall suffer by it - and therefore, if the verdict is agt. the party tendering the traverse, it will be conclusive -

22 - A traverse can only be taken on an issuable point - thus, matter of Law - however material, cannot be traversed. As for instance a "per quod" or "virtute Cujus" or "propterea ei bene videtur" in a justification cannot be traversed -

23 - Thus, the Deft. in an action of assault & battery, pleads that he was Sheriff, having legal process agt. the Plff. by virtue of which "virtute Cujus" he arrested him; this averment cannot be traversed - tho the Plaintiff may deny that he had any such process -

1 Sam. 21
inerts
Dac. 11.
Hess. N. 5.
2 Jan 578.

Sabb. 891.
1 Sam. 228.
Cio Dec 434.

3 Dec 324
24 Dec 182
1 Sam. 23. a.

2 May 410.
18 Dec 10.

Augt. 6. 1- A traverse may be taken on an document, which by being made becomes material, tho. there was no necessity for making it.

2- A traverse must be taken on a single point, that is a single point of action or defence - otherwise it will be bad for duplicity. This single point however need not of course consist of a single fact, but of any number of facts; - but if there are two distinct material facts or points either of them might be selected & traversed, tho both cannot be -

3- Nothing can be traversed that is not expressly alleged or necessarily implied in the allegations of the opposite party; this is apparent from the definition of a traverse, which is a denial on one side of the allegations of the adverse party -

4- Thus, in an action on a promise to pay money, not averred to be in writing, as by the Stat. of frauds is required in certain cases: the deft. cannot traverse that the promise is in writing - for that Stat. merely prescribes the mode of proof of that of pleading -

5- A traverse in this case is only ill on 2^d Sem. 2 by Stat. 27. Eli. 845. Anne. for tho the denial in form of a traverse, it is in substance tantamount to an aver. that there is no note or memorandum

6- When a mat. fact appears on one side tho in the form of an inducement or suggestion it may be traversed -

7- Where a party justifies, or in any other way confesses & avoids as to part only of the claim alleged ag him - his traverse or other answer must be co-extensive with the part not thus avoided - for all the part not so paid to constitute a whole & all the part of the declaration must be answered -

8- Thus, if a deft. in an action of trespass pleads a release, he must traverse or otherwise answer all the trespass subsequent to that release, otherwise a part of the cause of action is unanswered - The most proper - tho it is to plead the gen. issue to those parts not avoided -

1 Ann. 320.
8 Ch. 62.
2 Ann. 40.
3 Ann. 219.
4 Ann. 16.

2 Vent. 79.
2 Salk. 628.
Cant. 98.

11 Geo. 2.
Ann. 6. 3.

2 Wils. 238.
1 Salk. 312.
6 Wils. 4.

Pro Cur. 169.
Lanc. 48.
2 Salk. 206.

Hol. 104.
2 Salk. 64.
2 Salk. 222.
Pro Cur. 87.

Title

Readings continued

ug^t 6.

1. To this case, there is an exception where the justification is of the same day on which the trespass is alleged: - for the day is thus agreed upon by the parties, and the trespass justified is on the face of the pleadings identical with the one complained of in the declaration. See Ante. p. 3. 6.

No. Can. 165.
2 B.C. 311.

2. If the trespass was in fact committed on a different day from that alleged, the Def^t may make a good defence.

1 Sam. 298.
Salk. 64.
1 Ch. R. 334.
6 John. 63.

3. There are some cases in which an averment of the true time is necessary in the plea in bar &c. - if the day in the plea is necessarily different from the one in the declaration, the Def^t need not traverse that it was done on a different day, provided he concludes with a quod est eadem transgressio.

4. As a traverse well tendered on one side, obliges the opposite party to accept it, - where the traverse & inducement go to the same point, it has been asked, of what use is the inducement? In some cases, it is not necessary, & a direct denial would be better -

5. But it is certainly of use, to present a negative pregnant.

Dawson. 116.
Holt. 321.
Crom. Dig.
Holt. 6. 20.
2 John. 336.

By regulating & limiting the traverse, 2. It is important when used by way of protestation, & 3. when the inducement & traverse go to different points, the former is as necessary as the latter - for without it

194-
Pleadings

Waco, Tex.
New #1.
2 Jan. 92.
Co. Cal 976.

The whole claim is not answered -

6. The inducement must consist of ifuable matter, otherwise the plea is demurrable. - This rule has been ridiculed & it has been asked, why need the inducement be ifuable when issue cannot be taken upon it? -

7. To this it may be replied that when the inducement & traverse go to the same point the traverse is merely a conclusion from the inducement. If the inducement were not ifuable the traverse could not be. - If they go to different points, the inducement may stick or flout in issue, because it consists of a distinct independent & material part of the defence -

Hoba. 104.

4 Dec. 91.
1 Dec. 498.

8. Generally a traverse preserves the terms of the allegations unchanged, merely inserting a negative - but this is not always so, for it may sometimes amount to a negative pregnant -

1 Sam. 268.
2 H. 205.
Comm. Dig.
Plead B. 5.
2 Dec. 12.

9. Thus, if the Def^t pleads a release since the date of the writ, the Pl^{ff} must not reply that it was not his release since the date of the writ, for this is open to the implication that it was his release before the date of the writ - in such case the Pl^{ff} should traverse "modo et forma", for if the allegations are material it denies them -

10. On one day of ^{a party} ~~case~~ must traverse as well as in it not as what is alleged. - Thus, if to an action for money payable on or before a certain day, the Def^t pleads pay^t before the day, the Pl^{ff} must traverse any pay^t on that day, or any other day before

2 Dec. 944.
2 July 100.
Comm. Dig.
Plead B. 5.

Pleadings or after he must not demur, because a pay! - before the day is good by the terms of the contract - (see "Upumpsit")

11 - But if the contract is to pay on a particular day & pay! at the time is pleaded, the Plff. may traverse "modo et forma", because such a pay! would alone make a complete performance of the contract -

3 Trin. 944.
2 Wils. 179.

12 - Where an obligation is made to pay on a day certain, the Deft. should not plead pay! - before the day, tho' such were actually the case; he should allege pay! on the day & then prove that it was paid before the day will support the plea - The reason for this rule is, in - i - the Deft. were to plead pay! - before the day & the verdict should go agt. him - this would not decide the question - for tho' it appears that he did not pay before the day, yet he might have paid on the day - (see "Upumpsit")

2 Trin. 944.
Comm. Dig.
Pleas. E. 37.
2 Wils. 180

13 - It however as usually, latter is followed by the words "modo et forma" - they are not essential however & their omission is not ill even on special demur - tho' it is safer to retain them -

James, 180.

Duplicity.

14 - Duplicity is a fault in all pleadings - the object of pleadings is to bring the controversy to depend on a single point of fact or law - when one fact constitutes a complete answer, the rule of the Com. Law will permit nothing additional -

Bac. Abr.
N. Pleas. 1.

15 - A double plea is one that consists of several distinct & separate matters alleged to the same point, or rather, which alleges distinct & independent matters to the whole, or to one & the same point

Saun. 336.
Salk. 162.
2. Lit. 309.

Pleadings. of the demand or defence - as for instance, the plea both of a release & of license to an action of trespass -

Saves, 101.
Caddis, 104. 12.
Salk, 180.

16 - But giving different answers to different parts of the whole declaration, or other pleadings, does not constitute duplicity - if a party might often suffer for the want of an answer sufficient for the whole cause of action - the general issue may therefore be pleaded to a part of the declaration & some special matter in avoidance to another part -

2 Sten 510.
2 May, 1372.
Dy. 2. 414.
1 John. 70.

17 - And at Com. Law if there are several Defts. each may plead single matter to the whole, or different matter to the different parts of a declaration, otherwise, the Plf. by collusion with one Dft. may prevent the rest from pleading at all. - Thus one may plead in fancy, another "non est factum" &c. it is doubtful however

1. 1 Ann. 207.
rep. 12. 15.

6 T. 77. 444.

whether the two Dfts. can sever in their pleadings, where each of them has the same ground of defence. it has been decided in Massachusetts that they cannot. same ground of defence

20 L. 511.

18 - Under the doctrine of duplicity, the general rule of the Com. Law is, that every plea must be single, entire, certain, connected & confined to a single point - Thus, the Dft. in an action on Contract cannot plead that the Contract was never made & also that he was a feme- Covert at the time of making it & that it was obtained by duress - for any one of these pleas is separately a sufficient ground of defence -

Pleading 17- This single point however need not consist of a single fact, many
 13 Am. 320. Connected facts may be necessary to make a sufficient ground of
 566 Ala.
 2. 1. 2. Claim or defence. As in pleading an award, the subsequent proceedings must be set forth.

20- So, if an Officer having arrested a person on suspicion of
 2 Hare 121. felony is sued for a false imprisonment, he may set forth all
 the circumstances that gave ground for the suspicion although
 circumstances are answered by the single traverse "Veron torto".

21- But if a self-accused in his own wrong relies on some over-
 act of the Pff. he must allege that simply. Thus, if the Officer
 2. 2. 3. 5. pleads that when he arrested the Pff. he was in the act of com-
 mitting a breach of the peace, he cannot also add that he was com-
 mitting a felony.

22- When the principal fact relied on in a plea, is the mere con-
 13 Am. 320. sequence of another fact, both may be alleged. Thus, in an action
 566 Ala. 2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 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Readings

B. & M.
Plas. R. 2.
1 Keb. 661.
2 Wils. 376.

3. Where a single eye does not constitute duplicity. As where there are two defences one of which is frivolous, or not issuable, it does not vitiate the other - but the Court will order it to be struck out at the expense of the party pleading it. - here the maxim applies "ubi per inutile non vitatur" - the good Court shall stand to a recovery may be had upon it -

Comm. Dig.
Hend. C. 46.
3 Salk. 108.

4. But in debt on bond the assignment of more than one bond in the replication is duplicity, because one breach incurs a forfeiture of the whole penalty. & ten breaches could not do more -

Bac. Ab.
pleas. R. 2.
Pro. Cur. 179.

5. The Court taken on the other hand the Plff. may allege as many breaches as he pleases - for this action is for damages, not for a specialty. - as the Plff. can only recover for what he proves & only prove what he alleges, he must therefore allege as many breaches as there have in fact been -

2 Wils. 1077.
Bac. Ab.
pleas. R. 2.
3 M. C. 308.

6. But the Stat. 809. III. however, enacts that on a penal bond no more than the actual damage shall be recovered. & the Def. may therefore plead by leave of Court, as many defences as he pleases - this rule holds with regard to every action - tho' the Def. pleads but one, he found agt. the deft. this will defeat the action provided it is good in Law -

Comm. Dig.
Hend. C. 46.
3 Salk. 108.

7. - This Stat. however extends only to pleas in bar to the declaration - since a Def. cannot plead two distinct rejoinders to the replication -

8. Duplicity is only a fault in form not in substance - and the

1 Wils. 219.
Bac. 219.
Mass. 1. 1.
Pleadings

- more by the Stat. 2^d Edg. advantage can only be taken of du-
plicity by a special demurrer - and the party demurring must point
out specifically in what the duplicity consists =

9- But if two distinct & sufficient answers, not connected by
4 Bac. 119.
2 Inst. 271. the Stat. are given & the other party does not demur, he must an-
swer both - he may traverse both - but his traverse must be single
or he will incur duplicity =

10- The rule requiring a demurrer for duplicity does not apply
3 Lev. 44.
Ray. 233. to Cases in which the Plf. joins in one declaration different causes
of action -

Probert and
Oyer -

11- It is a general rule of the Com. Law, that when a party
declares upon, or otherwise pleads a Deed & makes title under it
he must make prover of it - that is, he must aver that he brings
Law. 96-7. the said Deed into Court =

12- This is done that the adverse party may have Oyer & a copy of
3 Bac. 119.
Plead. 12.
Coke 38. it - & that the Court may inspect it - for the construction & legal ef-
fect of a Deed is always matter of Law for the Court =

13- The adverse party when entitled to oyer is so, from the un-
1 Wils. 219.
Mass. 1. 1.
Duch. 119. der to, plead without it - He is, therefore, not bound to, plead
without it being produced - but if he does not demand oyer
& plead without it, he waives his privilege -

14- But, proof is required of no other instrument than a Deed - it
is never demanded, nor a bill of Exchange, or promissory
notes. They being only evidence of a parol contract - in practice
Ch. 13, 155.
Duch. 215.

Pleadings

However, the Court will on Motion order the Off to give the
 Deft. a Copy of a bill of Exchange &c -

6 Coke 38.
 2 Inst. 143.
 3 Inst. 114.

15- If a right is acquired by Deed, might have paper without
 Deed, the party claiming under it, need not plead it as de-
 -fendant by Deed, - on the other hand, if one asserts a right which
 would not pass at Com Law without Deed & makes title under
 it - he must plead the Deed & make profit of it -

5 Inst. 459.
 8 Rep. 150.

16- Thus if one claims title by the assignment of a lease, he
 need not, plead the lease nor offer proof - because at Com Law
 an assignment of a lease may be made by parol - but if a
 party would plead a release, he must plead it as by Deed & offer
 proof of it -

10 Inst. 220.

17- But tho the right would pass without Deed, yet if a party
 pleads a Deed & makes title under it, he must also make pro-
 -fit of it - a plea of a Deed however without making title
 under it, never can be accompanied by proof - because if
 title is not made under a Deed, it is not at the gist of the
 -plea & is not essential to maintain it -

13 Inst. 394.
 4 Inst. 111.

18- A stranger to a Deed may however plead a Deed & tender
 the proof, without making profit of it - for he is not supposed
 to have any power over the Deed -

19- Thus a Defendant in this case, pleads that he was com-
 -pelled by his master to enter on the land, who had power
 to do so by reason of a Deed between himself & the Plf - -

Philings
2d ed. 110
 20- And it is a general rule that any one who requires title by operation of law, may plead the title of the person of whom he claims without profit - as in case of a Deed to the husband pleaded by the wife in a writ of dower - in this case the Deed is in the hands of the heir at law -

2d ed. 110
 21- There is an exception however, with regard to a tenant in fee simple, who pleads a Deed to his deceased wife for a copy, where he has possession of the Deed -

2d ed. 111
1st ed. 112
 22- But those who are privies to Deeds, must when claiming title under them, plead with profit, in all cases in which the original parties would have been required to plead with profit - Thus, when the remainder man, would plead under a Deed to his particular tenant, he must make profit - for it is as much given to him as to the tenant -

2d ed. 112
 23- He who pleads a testametary, must plead with profit - for tho' in the nature of records, yet they are put into the possession of the party pleading them - but a private estate may be pleaded without profit - for it is in no sense a Deed, nor one's private property -

2d ed. 112
 24- So he who pleads a record, & makes title under it, is not bound to make profit of it - Even tho' it is of the same Court in which he brings his action - a record is never the property of an individual - it belongs to the public - and the keeper of a record has no right to pass it out of his hands -

25- There are cases of one party coming within the general rule

Pleading 5 - To take advantage of the refusal of oyer the party moving it must enter his prayer upon the record. This prayer is in the nature of a plea, & the adverse party may counterplea or demur to it. If a judgment being obtained, this judgment becomes the subject of error. Upon oyer granted, the opposite party may enter the deed in replication on the record, in order to take advantage of any contradiction, illegality, or any other mistake in the deed.

1 Sam. 46.
James 99.
2 Reg. 469.

50 L. C. 247.
2 Wils. 342.

2 Wils. 342.

6 - If there is any illegality or defect on the face of the instrument the party craving oyer may demur: if it does not appear, he must make it out by averment.

8 - The party who gives the oyer must recite the deed truly, & if he makes any mistake in reciting it, the adverse party may sign judgment as for want of a plea, or he may procure it to be cancelled in his replication.

42 Rep. 370.
Com. Dig.
Plac. P. 1.

parture 9 - Departure in pleading is the dereliction of a former ground of claim or defence - this is opposed to the first principle

30 L. C. 210.
2 H. B. 260

of pleading - thus, the replication should always sustain & fortify the declaration - the rejoinder, the plea in bar, &c.

10 - If one party pleads in bar a feoffment in fee. In his rejoinder he avers his defence by averring a feoffment in tail he is guilty of a departure - or again, if the next first-offender pleads as at Com. Law, a subsequent plea supporting it only as by special custom is a departure.

1 Reg. 81.
1 H. B. 376.
(Ch. 6. 19.)

11 - A plea supporting a right at Com. Law is not fortified by a

subsequent plea showing a Stat. right - Thus, in *Ex parte* for
 Pleadings taking cattle, if the Deft. pleads that they were taken dam-
 age - fear not - & the Plff. replies that they were driven out of the
 County, this is a departure - for the original ground of action
 was an offence at Com. Law, but the one shown in the rep-
 -lication is made one by Stat. provision -

12 - But if one pleads a Stat. & the adverse party alleges
 that it has been repealed - a replication from the former the
 the Stat. has been revived by a subsequent one, is good - for it for-
 tifies the original ground assumed -

13 - If the Deft. in an action of Covenant pleads perfor-
 mance of the Plff. replies non-performance of one condition - a rejoinder that
 the Deft. was ready to perform that one, but was prevented by
 the Plff. from doing it, is a departure -

14 - Verdict in a point not material is no departure - this
 4 Dec. 125 - stating the time in an action on Cov. Pact -

15 - When the plea is alleged generally in the declaration
 the Deft. pleads an evasive plea - a non, particular, igno-
 rent of the cause of action, that is, a novel assignment - is
 not a departure from the original ground -

16 - At Com. Law a departure without the pleading is ill
 in general demurrer - this appears to be the true doctrine on
 principle but there are authorities of record to it -

17 - A pleading considered merely as a departure is not

4 Dec. 123 -
 2 Jan. 48.

1 Jan. 81.
 4 Dec. 123.

2 Jan. 204.
 1 Dec. 10.

2 Nov. 55.
 3 Dec. 57.
 1 Jan. 28.72.

2 Jan. 84.
 2 Dec. 96.
 1 Jan. 117.

1 Nels. 506
7 Den. 110.
by verdict = this rule presupposes that the whole plea pleaded is

Pleadings sufficient to maintain the claim or defence -

15. Thus, in an action on contract, if the Deft. pleads infancy

1 Den. 110
2 Sam. 84.

as P. p. a, this is a promise after full age. If the Deft. rejoins a release,
this too a departure is caused by verdict = for it appears from the
whole record that the Stat. is bad -

(Chitty says that the only mode of taking advantage of a departure is by
Demurrer, which may be either general or special: - And the Supreme Court
of New York has decided in several cases, that a departure is fatal on
general Demurrer: see John R. 14 vol. 132. 10. 86. 259. 2 Caines 350.) -

Demurrers 19 - A Demurrer is a denial upon the record, of the legal sufficiency
of the allegations demurred to - it admits such matters of fact al-

2 B. & C. 314.
Co. Lit. 71. b.
1 East 636.
1 Doug. 513
2 F. 647.

ledged by the opposite party as are well pleaded & that only - but de-
nies their sufficiency in Law - to support the claim or defence - and the

question of sufficiency is thus referred to the Court -

20. In strictness a Demurrer is not a plea, but an excuse for not
pleading - for the party demurring avers that he is not bound in
Law to return any answer to the allegations -

21. A Demurrer may be taken to any part of the pleadings, from

Co. Lit. 71. a.
5 Mod. 132.

the Declaration to the Sur-rebuttal - Hence it cannot be called a
dilatatory plea, nor a plea to the action -

22. A Demurrer - whether general or special admits only such facts
as are well pleaded, & that in matter & form in general, however it
admits facts which are badly pleaded or for the sake of argument -

Pleadings

and for the purpose of deciding upon their insufficiency in law in the same manner as a demurrer to facts well pleaded does in Chancery -

23- This admission however, does not operate so as to conclude the party demurring, in any future case or question -

24- At Com. Law there is no difference between a general & special Demurrer: - but since the Stat. of 27 Eliz. & 45 Anne, when the defect is in the pleadings of either party, we only so in point of form, advantage can only be taken of the defect by special Demurrer. The Stat. of Anne, enumerates a variety of defects to which it declares to be formal -

2 Anne. 16.
H. 8. 22.
1 Ann. 33.
1 Mod. 94.

25- Thus, if in an action of Court broken, the Plff. assigns several breaches, properly & others ill & the Def. Demurs generally or specially, as the case may be, to the whole, the Plff. will recover

1 Mod. 248.
1 Salk. 218.
10 Mod. 65.
2 Salk. 174.

judgment on those only, which are properly pleaded - this rule supposes that part are ill in substance for if they are ill in form only & the Def. Demurs generally to the whole the informality is cured & the Plff. will recover on the whole -

1 Salk. 35.
1 Salk. 158.
1 Salk. 10.

26- A Demurrer never confesses an averment, which was contradicted what previously appeared on the record - as, if one party denies, confesses an allegation of the other afterwards, alleges what is inconsistent with it - and the same case holds of averments which are impossible, ^{as well} as of averments the legal performance of which appears on the face of the record to be impossible -

27- So again, allegations which are impertinent - as, where one

Hearings - The material not traversable are not covered by a Demurrer -
 or what a party cannot deny, he does not admit by averting,
 but if a material fact is well pleaded, a Demurrer will not lie
 tho it would not have been directly traversed - as for instance
 the consideration in Aft. - And so of facts which in themselves
 are immaterial but become material by being pleaded -

Mo. Cir.
 1840 N. 2.
 Ch. 56.

28 - It is also conclusions of Law made by the opposite party are
 not admitted by a Demurrer - Thus, Prout v. Lewis Circuit Court, Ind.

Mo. Cir.
 1840 N. 2.
 Hobbs 56

Indication is not admitted by a Demurrer - nor does it admit a
 promise in Inds. v. Bates Aft. if the facts stated are not sufficient to
 raise a presumption in law of a promise having been made -

29 - After an issue in fact joined, there can be no Demurrer for an issue
 joined on several pleadings - but either party may move to reduce

Mo. Cir.
 1840 N. 2.
 Ch. 56.

it to a single issue, tho after an issue is tried there is no Demurrer
 usually called an issue in law - this is not strictly correct
 for truly there is no issue in law -

30 - If there is a Demurrer to an issue in fact, it may be, in the
 same case, the Demurrer is regularly to be first determined, for
 in this way the party may assign all the damages at once - by the
 previous decision of the Demurrer the jury can know what
 damages are demandable -

Mo. Cir.
 1840 N. 2.
 Ch. 56.

31 - If in the case the Demurrer is found for the Plaintiff, and if
 he wishes to take a trial, this is to the issue in fact - and he has damages
 joined on the facts traversed to -

Mo. Cir.
 1840 N. 2.
 Ch. 56.

Pleadings 6 - Now does the 29th Eliz. extend to criminal indictments, present-

1 Ch. 642 - mens. appeals - or actions on penal Stat. - at the present day, by

Stat. & George II. the rule is extended to penal Stat. -

7 - The pleadings two things are necessary, 1. That the matter be

2. 110. 708.
Hobbs, 1641 -

advised the Judge in Law - 2. That it be alleged according

to the forms of Law (ante p. 115 D.B.) -

8. The want of either of these requisites is a good cause of de-

2. 110. 708.
Hobbs, 1641 -

ference - if insufficient in matter, or substance a gen. de-

ference is proper - if in form a special one -

9 - If a party pleads anything which it appears on the face of

2. 110. 708.
Hobbs, 1641 -

the record, he was stopped from pleading, it is a gen. de-

ference - for the objection is not to the substance of a verdict, but

to the argument itself in any form -

10 - The omission of that without which the right of action

does not sufficiently appear, is a defect in substance - to state of

H. 110. 133.
232 D. 301.

substance is that without which there can be no ground of

action - Thus if in an action on contract, the P. does not

state the notice of a condition precedent - it is a defect in substance -

11 - When there is a total want of substance or an omission of

1. 510. 134.
Com. 134.
P. 134.
232 D. 301.

a material element, a gen. de. as well as a spec. de. remains

as to the defect - and the P. in Dover must state

property - or in trespass does not state possession -

12 A spec. de. reaches no other formal defects than those specially of-

2. 110. 132.
400. 132.
160. 132.

signed as cause of de. - as to all defects not thus specified, it is general -

Pleadings

13- If a demurrer is made as to the whole declaration or as to a part of it, and a part of it is otherwise answered otherwise it will work a discontinuance -

See. 22.
Mad. 9. 2.
15 Jan. 1817

14- If a demurrer reaches back to the whole record & attacks the substance of the declaration selected in the pleadings, for the Court gives evidence upon the whole record - and the one, on which the substantial defect is found to have occurred must fail in its pleading (See, 1122. 221) -

See. 52.
Ex. 133.
2 May. 1810.

15- That in case of a demurrer made to the form in regard to the defect it is an insufficient pleading, & the Mff. in his replication as signs no sufficient answer, yet the Def. on Demurrer, shall have judgment that the Declaration is good - the plea ill & in order of pleading, before the replication - for in such case the replication is only a supplement to the Declaration & the cause of action does not appear in full, till it has been disclosed in the replication -

See. 22.
Paus. N 5.
Dyer. 341.

16- In civil actions, judgment on demurrer follows the nature of the pleadings, returned to - Thus if a demurrer to a pleading returns a description, the judgment is a response - if on a plea to the action, judgment goes in cheit - And in Criminal cases, if a demurrer to an indictment, that of felony, is returned, criminal judgment goes up to the prisoner -

4. C. 234.
3. E. 186.
2 H. 2. 639.

17- In prosecutions for felony, or any capital offence, the better opinion is that - after the demurrer is returned the judgment should be - the rule is relaxed "in capital cases" -

Pleadings, & - With this Exception, the general rule is, that judgment is in Chief, when the Denumer is taken on any of the pleadings in Chief - that is any pleadings applying to the Declaration - but - when a Denumer is taken to a Plea, or Pleas, judgment is not final -

Denumer
of Evidence.

19 - In certain cases, and indeed generally where the pleadings turn on issue in fact, one party may take the case from the Examination of the Jury & refer it to the Court, by denumering to the Evidence, which the adverse party exhibits. - It is distinguished from a Common Denumer as being taken to facts exhibited. - whereas a Common Denumer is taken to facts alleged or in pleading -

20 - A Denumer to Evidence must be taken before the party denumering, exhibits any Evidence in his own favor - for if the whole Evidence was on record, it would be improperly, taking the decision from the Jury, of its weight - & referring it to the Court - -

21 - It must be taken to the whole & not to a part of the Evidence, & not in favor of the issue - in it seems, can only be taken to the Evidence of that party, on whom is the onus probandi -

22 - The admissibility, or relevancy of Evidence offered is a matter of law to be determined by the Court - its relevancy being established, whether it conduces to prove the issue, or facts to be ascertained is a question of fact for the Jury -

23 - Since then the Court cannot weigh the Evidence, it can never be proper to denumer to Evidence that is clearly relevant to the whole issue, however weak & incredible it may be, the Evidence is always relevant to an issue which it helps to prove in any way -

Pleadings word "certain" is here used to distinguish Evidence direct & explicit, from Evidence indirect, remote & circumstantial.

6-IV. If the Evidence produced is loose & indeterminate, the adverse party cannot demur to it, without admitting it to be "certain" & determinate, as well as true: - by such admission made upon the record, he may demur, & his Opponent must join in the Demurrer, or waive his Evidence: - if the admission was only that the Evidence was true, the weight of Evidence would be submitted to the Court: - whereas, it weighs falls entirely within the province of the Jury.

7-V. If the Evidence produced is circumstantial, the party de-

6-114. 2 H. Bl. 204. 2 H. Bl. 204. 2 H. Bl. 204. mising, must distinctly admit upon the record, Every fact & Every Conclusion, which it conduces to prove -

8-By Circumstantial Evidence, ^{in many} proof of some distinct, collateral fact, from which the principle fact may be presumed: and the truth of such Evidence may always consist, with the supposition of the non-existence of the fact inferred -

9-If the party mising, does not admit it, & does not demur, the

10-If the party mising, does not admit it, & does not demur, the

11-If the party mising, does not admit it, & does not demur, the

12-If the party mising, does not admit it, & does not demur, the

13-If the party mising, does not admit it, & does not demur, the

advantage of any such defect by motion in arrest of judgment.

11- The party desiring to examine a witness is a matter of course,

Dal. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

compell the adverse party to join in it - but the adverse party may

always demand the judgment of the Court whether he ought to join in

the demand - if there is no colourable ground for demanding, the

Court will not allow it, lest justice should be delayed -

12- In a demand to examine a witness, the usual course of the

Court is to discharge the jury immediately - if judgment on the demand

2d. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

is for the plaintiff a new jury is called to assess damages - the Court in

its discretion may however direct the jury to assess damages provisionally

13- When the party desiring to examine a witness is opposed by

2d. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

the Court he may file a bill of exceptions - and if approved in the

Court above the ground of the demand appears to be good, the judgment

of the Court below will be reversed -

14- The whole proceeding in demanding to examine a witness is under the

2d. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

control of the Court - and when the question of law which the deman-

der is intended to raise appears clear to the Court, it is their duty to

prevent the demand -

15- To arrest judgment is to stay, stop, or prevent it - this is done on

2d. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

motion, reduced to writing & entered on the record - it is usually had

only after an issue in fact has been decided - but it may be had

after a default - a demand to examine a witness determines -

16- The principle on which judgment is arrested is, that - is the

2d. 11. 3. 514.

3d. 11. 3. 514.

2d. 11. 3. 514.

1st. 11. 3. 514.

is a conclusion of law from the facts ascertained & it must be

Arrest of

Judgment.

Pleadings given on the whole record, he who does not appear on the whole record, to be entitled to judgment, cannot have it. Even tho a verdict has been given, a default-sufferer, or a Demurrer to Evidence ascertained in his favor -

7 - A Com. Law. the issue raised by the motion, is an office motion, judgment being arrested for intrinsic defects only, that is, such as appear upon the face of the record: - As where the Declaration varies totally from the writ, one being in trespass - the other in case -

18 - So, if the Declaration is wholly insufficient for any cause, judgment will be arrested: - in this case, there is no foundation for any judgment: - therefore the Plff. cannot have it - And so, on the other

hand, if the Def. plea discloses no ground of defence she has obtained a verdict, tho the Declaration being good, the judgment must be arrested in favor of the Plff. -

19 - Under this head it is material to ascertain what defects in the pleadings will support a motion in arrest of judgment after a verdict: - it is a general rule, that judgment may be arrested after a general verdict for any causes which might be assigned for error -

20 - As to what defects will & what will not make a judgment after verdict erroneous, it is a general rule, that if the statement of the Plff. title, or cause of action, that only is defective, it may be cured by verdict & a motion in arrest cannot prevail -

21 - Thus, if in trespass, the Declaration does not lay a day certain, tho this is from Lawile, or gen^l Demurrer, yet if the trespass is good, judgment cannot be arrested -

Salk. 77.
2 note. 770.

30 C. 394.
240 R. 365.
3 Ma. 1023.
Comp. 865.

Reading

22 - But if no cause of action or a defective one is stated, it is not aided by verdict - a motion in arrest of judgment is good: - as in the case of a grant of an incorporeal right, alleged to be by deed, - or the stipulation of an allegation of conversion in the action of trover - or of notice in an action on a bill of exchange agt. the indorsee - for all these arguments are of the gist of the action -

3 Bl. R. 396.
Doug. 658.
1 Str. 184.

23 - The same distinction applies *mutatis mutandis* to the defence pleaded by the Deft.: - as if he sets on bond, then a pt. pleads "not guilty" for nothing is denied or avoided that the Pff. alleged -

12 Mod. 195.
1 Mod. 892.

Aug 12 - 1 - It is an invariable rule that any defects in the pleadings, which would support a motion in arrest of judgment, must be such as would have been fatal on general Demurrer -

3 Bl. R. 393

2 - But this rule does not hold & converso: - for there is a defect which would be bad on genl. Demurrer, but which would not sustain a motion in arrest of judgment. - Thus, if in Trover, the Pff. omits to state the value of the goods, but obtains a general verdict, the omission is aided, tho it would have been fatal on general Demurrer -

Co. Dec. 14.
Exp. D. 407.
2 Mod. 376.

3 - The ground of this distinction is that after general verdict the Court must presume that the Jury took all the circumstances into their consideration -

10 Mod. 829.
1 Str. 145.
Doug. 658.

4 - So if a release is pleaded without alleging it to be by deed and a general verdict is given, the defect is aided, tho it would have been fatal on genl. Demurrer - for as the Jury find a release the Law must presume it to have been by deed -

10 Mod. 301.
1 Str. 145.
1 Mod. 376.

Pleadings 5 - In support of a general verdict, the Court must presume every fact - which was necessary to prove the issue - to have been proved - since the issue is found -

1 J. W. 518.
2 Sam. 171.

6 - This doctrine of defects aided by verdict is carried so far that if ⁱⁿ an action for trespass, the injury is laid as committed on a future day, as the 1st of Aug. 1825, the Plff. will have judgment if he obtains a general verdict - The day is not material, tho' it can ^{be} inquired into on special demand -

2 Kay. 810.
3 M. C. 394.

7 - A common example given, is that of a trespasser at pleaded without injury, in which case it is said the Court after verdict will presume injury to have been made - This is an incorrect example, because the pleading without injury was good in the first instance -

12 Rep. 141.
10 Mod. 201.

8 - On the other hand, nothing can be presumed in support of a verdict - except those facts which are alleged & included, as necessarily in, arise from the finding of such a verdict - If then there is a total failure of evidence, nothing can aid the pleading -

3 B. & C. 192.
5 M. C. 394.
2 Camp. 658.

9 - If any one material fact is omitted & is not inferred from the finding, such facts are stated, it cannot be presumed from the verdict that any such fact was proved to the jury, or of course the verdict does not aid it -

3 B. & C. 394.
12 Rep. 141.

10 - Thus in *Coot* broken the right of action was to accrue on, to, performance of a ^{condition} precedent - If then the Plff. claims upon the Coot, does not allege performance - a general verdict will not aid him for the fact of performance is not implied, nor does it follow from any that have been stated -

2 Camp. 658.
7 M. C. 10.
8 Rep. 127.

Pleadings

11 - The Court cannot on principle presume any distinct fact which is omitted, because in point of law merely, it is necessary to ascertain

1 Vent. 29.

2 All. 331.

2 Keble 403.

Castle

a vacancy, - for such a presumption cannot be raised, but by the hypothesis that the jury are competent to judge of the law - upon this

supposition every fact would be cured by verdict - It would be preposterous even to make a question after verdict, as to the sufficiency of the Pleadings -

12 - A motion in arrest of judgment after a default operates like a general demurrer, & nothing in this case is cured, as having been

2 Binn 90.

1 Wils 171.

2 Wils 333.

demurred, because there is no finding by a jury - And the rule is the same after a special verdict - here nothing can be presumed, because a special verdict always professes to find every fact which can be raised -

13 - In some cases however, judgment will not be arrested on the

Hobbs 199.

2 Kay 131.

2 Keble 1080.

great defect - Even tho' nothing is cured by verdict - This is the

case, where the first & radical defect is in the Pleading of the party

who makes the motion in arrest of judgment - Thus if the de-

claration & plea in bar are both bad - if one is taken on the plea

8 C. & F. 120.

4 C. & F. 131.

in bar & found for the Def. - here the Plff. cannot arrest judgment

if a bad plea is good enough, or a bad declaration -

14 - When the judgment in pursuance of a verdict is entered, judgment in Chief

1 A. & C. 251-5

1 C. & F. 54

sometimes be rendered agt. the party, for whom the verdict has been found

The rule is, that if the party agt. whom the issue is found appears upon the

record entitled to judgment he must have it, verdict non obstante, -

Pleadings

Hob. 56
8 Cohn. 120.
1 Bur. 301.

15- Thus, suppose the declaration wholly insufficient, the plea is
 too insufficient or inadequate - if the issue is taken upon the plea about the
 facts & merits of the case - here the Def. may move that judgment be
 arrested & that general judgment be entered for himself - in practice
 however, such judgment will not be awarded, except in a very clear case;
 if not clear, the Court will merely arrest the judgment & award a
 repleader -

16- The principle of this rule extends thro' all the subsequent plead-
 ings - the first radical defect will be fatal -

Repleader

2 Rep. 922.
1 Sam. 228.
Hob. 1.
1 CR. 632.

17- But if issue is taken on an immaterial point, where there are
 material facts alleged, so that the finding of the jury does
 not show the Court who ought to have judgment upon the merits,
 judgment will be arrested & a repleader awarded - but a repleader
 may be awarded or not according as the issue is found in favor of
 one or the other of the parties -

18- Thus in 2^d pt. of an Ex. on a promise of his testator, he pleads

2 Bur. 196.
3 M. & C. 345.

that he did not assume - If it is found that he did not promise,
 now this is entirely immaterial - & he might have
 denied that his testator promised - here the Court will arrest
 judgment & award a repleader -

19- Again, in an action against a husband & wife on a Res-

2 Bur. 444.
3 M. & C. 444.
Cec. & A. 5.

p. committed by her alone, a plea that they are not guilty is
 immaterial & if awarded goes for the Def. & a repleader must
 be awarded -

20- And again, on a contract to pay money on or before a certain day the Deft. pleads that he paid before the day, and the Plff. replies that he did not pay before that day, instead of traversing that he did not pay on the day - if verdict goes for the Plff., judgment must be arrested & a repleader awarded - for this it is found that the Deft. did not pay before the day - while it does not appear from the finding that he did not pay on the day -

5 Dec. 994.
2 Jan. 176.
3 Dec. 395.

21- This is one of the cases in which a verdict found one way does not decide the issue, tho' if it had been found the other way would have been decisive - for, if it had been found for the Deft. it would have been conclusive, since payment before the day is a literal performance of the contract -

Aug. 13. 1- If the declaration is good & the plea in bar also good & the Plff. obtains an immaterial point in the plea & obtains a verdict - judgment must be arrested & a repleader awarded, that the Plff. may take issue on a material point -

1 Jan. 201.
4 Feb. 130.
8 Dec. 120.

2- A repleader is never awarded for a Defect that cannot be cured by any method of traversing - Suppose then, the declaration to be good, the plea in bar insufficient - the Plff. takes issue on the plea & a verdict is given for the Deft. - here the Plff. must have final judgment - verdicto non obstante -

11 Oct. 10.
2 Jan. 173.
2 May 924.

3- On a repleader awarded, the pleadings begin de novo regularly at that stage, where the first deviation from the rules of pleading occurs - but a repleader for immateriality in the

3 Dec. 395.
2 Jan. 176.
3 Dec. 395.

<sup>200. 380.
1 H. 644.</sup> Issue is never awarded in favor of that party who tender the
pleading issue - <sup>200. 150.
2 Wm. 444.</sup> verdict ^{100. 150.} ~~go~~ him is conclusive -

4 - An issue may be immaterial when found one way, which,
if found the other way, would have been decisive of the rights
of the parties -

<sup>8 Co. 52.
3 Mod. 102.
10 R. 42.
2 Wm. 12.
3 Den. 440.
Cantab.</sup> 5 - A repleader is never awarded after a demurrer - it is only after
an issue in fact - for an issue in law, looking thro' the whole
record, never can be immaterial, immateriality is the ground
of awarding a repleader -

<sup>10 R. 579.
3 Mod. 2.</sup> 6 - If a repleader is awarded when it ought to be denied, or de-
nied when it ought to be awarded, final judgment in the case
is erroneous & must be reversed -

7 - There can be no repleader after a default or discontin-
uance - for in the first case, the Def. does not wish to plead &
<sup>1 Co. 263.
3 Mod. 3.
3 Den. 579.</sup> the Def. has not pleaded at all - in the last, the party discontin-
uing is out of court -

<sup>20 R. 579.
1 Ch. 153.
3 Mod. 2.
3 Den. 94.</sup> 8 - At Com. Law, repleaders were sometimes awarded before
the trial of the issue - but in modern practice, this is seldom
done, for under the Stat. of H. 6 Jac. 1. probably the defect in
pleading may be cured - still however, where the defect is
clearly incurable, so that the Court can entertain no
doubt, a repleader may be awarded -

<sup>2 Den. 12.
3 Mod. 104.</sup> 9 - On a writ of error a repleader is never awarded - for it is the
object of a writ of error, to overturn pleading -

Readings

Exp. 2. 42.
Sec. 844.Venize.
de novo.

10- Judgt. is sometimes arrested for defects in the verdict - if the Jury find only a part of the issue, when the part not found is material, judgt. must be arrested & a venire de novo will be awarded.

11. Again, if in a special verdict - the Jury find only the existence of a material fact in issue, instead of the fact itself, judgt. will be arrested & a venire granted -

1 Cont. 110.
2 Br. 1248.
Exp. 2. 890.

12 - But if the verdict finds the whole substance of the issue, it will stand, tho it varies from the form - if it varies in a material point or in substance it is bad. Thus, if in action on contract - issue should be taken on release & the Jury should find in favor, their verdict is void - for the issue have no relation to infancy -

2 Br. 151.
2 W. 707.

13 - But if the Jury find the substance of the issue, any addition to it, will be regarded as surplusage -

Geo. 2. 40.
6 Com. 84.
2 W. 714.

14 - If the Jury assess greater damages than the Plff. demands, the verdict will be bad, unless the Plff. enters a remittitur upon the record - by entering a remittitur he may prevent an arrest of judgt. - As if the Plff. demands \$500. damages, & the Jury find \$1000. the Plff. must release quod the excess -

10 C. 115.
Exp. 2. 304.
2 W. 113.
1 H. Bl. 645.

15 - If the jury draw a conclusion, the Court must give judgt. upon the fact found without any reference to the conclusion. Thus if the Jury find a number of particular facts & after reciting

11 C. 10.
H. 2. 53.
St. 100.

Measuring them, conclude them, "And so, the Deft. is guilty," the Court pays no regard to this conclusion—

16—If in a civil case, there are two counts in a declaration, one of which is good & the other bad & a general verdict is given judgt. must be arrested; & a verdict de novo awarded— for as the damages are assessed generally, the Court cannot know how much the Jury gave on the good count—

Doug. 362.
10 Linn. 130.
32 N. H. 8.
2 Wils. 377.
17 Rep. 568.
118 N. H. 532.
118 N. H. 539.
Stee. 1894.

17—Again, if in an action agt. two, or more Defts. the jury find a general verdict but sever the damages, when by law they have no right to do it, the Plff. may at his election, arrest the judgt. or release one defendant, & take Execution for the other, agt. one or both of the Defts.—

6 N. H. 144.
2 Esp. 321.
11 F. & S. 67.
Carter. 19.
5 Den. 279.

18—Where however there are two counts, one good, the other bad, it appears from the notes of the Vice Pres. Judge that no evidence was given on the bad count, the Court may direct that the verdict be altered, so that damages shall appear to have been given on the good count.—

Doug. 362.
18 N. H. 573.
1 Den. 134.

19—And in all cases where judgt. is arrested for entire damages, where there is a good & bad count—there must be a verdict de novo.—

Doug. 362.

20—And the same rule holds where there is a fault in the verdict—there can be no repleader because there is no defect in the issue.—

8 N. H. 564.

21—In Criminal prosecutions however, if there are two counts, one

Pleadings good & the other ill, and the Jury find a general verdict of guilty - judge will not be arrested, for here the Jury do not assess damages as in civil actions, neither do they pronounce judgment - the Court will give judgment on the good Count only - As if A. be indicted for stealing 2 horses & the offence is laid in two Counts one good & the other ill - on a general verdict against A. - ~~here~~ the Court will give judgment on the good Count only -

Aug 14. 1. It has been remarked, that judgment is only arrested for intrinsic causes, (ante p. 215, 217) - in Comm. it is frequently arrested for extrinsic causes as for tampering with the Jury - because one of the Jury was interested - or has given a previous verdict in England, these defects are taken advantage of by motion for a new trial -

Kirby. 133.
5 Inst. 241.
S. 642.

2. But any incompetency which raises no presumption of partiality is not a sufficient ground for arresting judgment - as for want of a freehold, for which he might have been challenged - tho in Criminal cases want of freehold is sufficient to arrest judgment -

Kirby. 184.
5 Inst. 249.

3. If one of the jury has before tried the same cause in a Court he cannot be challenged, the party against whom the verdict is pronounced cannot arrest the judgment - for he is presumed to know the facts & to have waived the benefit of the exception -

2 Inst. 432.
Kirby. 166.

Pleadings 4- In England however as well as in this State, writs are set-
1 Ste. 842.
 3 Bac. 291.
 1 Hunt. 31. aside by judgt. arrested for extrinsic causes: - the difference is in
 the manner: - in England, they are called intimate, because
 the facts are enquired into by the Judge at Nisi Prius & entered
 on the record, so that they appear upon the record to the
 Court - "in vidence" -

5- In two cases in England, notwithstanding the former practice
1 Free. 27.
 5 Bac. 291-2. is as above laid down, the same thing has been done viz. Court
 upon affidavit - filed -

6- On arrest of judgt. for defects in the pleadings, no costs are
1 Sal. 574.
 1 Ch. B. 638.
 1 Camp. 407. regularly allowable on either side. - Not in favour of the party
 whose judgt. is arrested of course, - and not for the other, because
 he might have demurred & saved the necessity of a new trial -

7- And the rule is the same, for the same reason, where the motion is
1 Ch. B. 638. overruled & the party proceeds by writ of Error & perails -

8- The rule however does not apply, where judgt. is arrested for extrinsic ca-
1 12 Co. 144.
 1 St. 572. uses - as, on the misconduct of a Juror. - for in such cases the party cannot of-
 course demur: - there is a second time on the venue de novo regularly, & the whole costs
 follow the final judgt. on such New Trial -

9- By the English Practice, motions in arrest of judgt. must be made ^{the 1st} within
1 Ste. 391. days of the Term next succeeding to the time of trial at Nisi Prius: - in the form
 of a motion in arrest of judgt. vide, 3 Bl. Com. Appendix. p. 11. -

End of "Pleadings"

Bills of
"Bills of Exceptions"
& "Bills of Error"

Aug. 14. 1- A Bill of Exceptions is a statement of facts occurring at the
Definition of
Bills of Exceptions. - of some interlocutory judgment or decision - or of a direction
to the Jury, founded on those facts, which statement is annexed
to the record, to be assigned for error -

315 (C. 374)
4 (C. 375)

2- The facts are originally extrinsic - as the rejection or ad-
mission of a witness, or of a Juror, &c. -

1 (C. 324)
2 (C. 325)

3- This mode of founding Error was unknown to the Com-
mons - Bills of Exceptions have their origin from the Equity of
the Court of Westminster 2^d -

6 (C. 376)
1 (C. 377)

4- As the only object of a bill of Exceptions is to ground a writ
of Error, such a bill cannot be filed, except in a Court, from wh-
ich a writ of Error will lie - it must therefore be filed in a Court -

2 (C. 377) of record - but in all ^{Courts} Courts, whose judgments are liable to be
reversed on Error, are subject to a bill of Exceptions. -

When it
lies. -

5- Where a party is forbidden to demand a bill of Exceptions
will lie, ante p. 1 -

2 (C. 378)
2 (C. 379)

6- So also a bill of Exceptions will lie for what the party con-
siders to be a misdirection to the Jury, as to a point of law -

Motion for a new trial is concurrent, in modern practice
the most usual -

215 of Error

10 ac. 326.

7- If evidence offered is objected to & admitted, or rejected, the party agt. whom the decision operates, may file a bill: in this case also, a motion for a new trial is concurrent with a bill of Exceptions & a writ of Error thereupon -

10 ac. 405.
Bul. n. p. 316.

8- Where evidence is rejected & is admitted, there cannot be a bill of Exceptions, usually because the judge is supposed to direct the jury how to find -

10 ac. 325.
Eyer 231.

9- If a party is refused to a party who is by law entitled to it he may file a bill of Exceptions - & he may enter his prayer for a new trial & have a decision made. (Ante p. 5) -

Bul. n. p. 316.
10 ac. 327.
10 ac. 290.

10- For any decision relating to mere matters of practice a bill of Exceptions cannot be filed: for practice is in many cases a discretionary matter - As if a Judge should appoint to a party a time to plead, which he might consider unreasonable short, and indeed, where a decision of any kind is discretionary a bill of Exceptions cannot be allowed -

11 ac. 324.
10 ac. 486.
10 ac. 325.

11- Again bills of Exceptions are not allowed for, prosecutions for treason or felony: - the reason frequently assigned, is that the Court are considered as the Counsel for the prisoner: that therefore the presumption is so strong, that justice will be done that a bill of Exceptions will not be allowed -

2 Hawk 428.

12- But the very simple & obvious reason is, that cases of this kind, are not within the Stat. of Westminster^{2d}. and bills of Exceptions are the creatures of that Stat.

Bills of Exceptions

2 How 428

1 Vent 366

10 Mod 316

12 Mod 326

1 Hale 325

3- In case a bill of Exceptions can be allowed, for offences, short of felony, the opinions are contradictory: - but it has been determined, that on an indictment for a mere breach of peace, there may be a bill of Exceptions filed -

14- In prosecutions for misdemeanors, I should conceive on principle that no bill of Exceptions would be allowed in favour of the prosecutor - because as a general rule a party acquitted on a criminal charge, cannot be tried again - but the offender may himself have a bill of Exceptions, because in many cases a prisoner is entitled to have his case reviewed -

15- When a bill of Exceptions is filed, the error of error become a part of the record - but the Court will not suffer the party filing the bill, to move in arrest of judgment on the ground of the defects disclosed in the bill

13 Mod 327
12 Mod 326
1 Vent 366

16- Again, as the object of the bill is to draw before a higher Court, the decision of the Court below on some collateral or specific point, it is not allowable to draw the merits of the case under the supervision of the Court above; - and if the Court below should certify, such a bill the Court above would quash the writ of Error -

118 C. 555-
C. 161.
8. 2. 1844.
Hilary - 77.

Manner of authentication

13 Mod 32

13 Mod 325

4- In England the bill is authenticated by the initials of the Court, or more generally by one judge, who appears in Court, and acknowledges his seal or signature -

Aug. 16-

5 Mod 288

10 Mod 315

1- A bill of Exceptions must be tendered at the instance of it, before coming to writing at trial -

Writ of Error 2- A bill of exceptions is no supersedeas of the judgment in the cause, but it may enable the party filing it to obtain a supersedeas by his writ of Error -

1002.322.

3- The caption of a bill entitles the case with the names of the parties. then the declaration. & the plea - then proceeds, "Be it remembered &c." stating the proceedings at the trial with the evidence & closing with the exceptions -

1004.32.

4- A bill of exceptions is merely one mode of founding a writ of Error - the latter are in many cases, but without a bill of exceptions - the objection constituting the error frequently appearing on the record -

Definition of Writ of Error.

5- A writ of Error is defined to be a commission to the Judges of a higher Court to examine the record on which judgment has been given in a Court below & affirm or reverse it according to law -

2002.407.
2002.137.

6- The Defendant is not summoned with the writ - but he is brought in by a Sci. Fa. ad Audientiam erroris

2002.407.

7- When the writ is founded on a mistake in the legal opinion of the Court below, it is not for the reversal of such judgment. Only as are erroneous in point of law - by the term "Writ of Error" without more is meant one founded in error upon the face of the record

As 221.233.
Bl. C. 407.

8- If the Plaintiff in error, can on reversal be restored to, or recover anything in the nature of Debt or damages, or any property whatsoever, the writ of Error is considered as an action - so that a release of all actions would be a bar to it

Bl. C. 407.
C. 407.
8 C. 152.

Writ of 9. But if the case is such that the Jst can obtain nothing but a universal; with Costs of the Court below; it is not considered as an action -

10. There is another species of error founded on some matter of fact 1229 as to the record:- In this case, the writ must be writ to some Court capable of trying some error of fact by a jury - it cannot therefore be writ to the Exchequer-Chamber -

11. In such cases the writ may be writ either to the Court in which the judgment was rendered or to a higher Court capable of trying the question of fact - the most usual course is to send the writ to the same Court, in which the case was first tried & hence it is called a writ of Error Jurata Volens -

12. Thus, suppose a judgment rendered for a party who at the time was dead, this is an error in fact & of course must be tried by a Court capable of trying a question of fact - if however the party, on whom judgment was rendered is alive he may appear in Court & plead "in discontinuance" -

13. Again, sometimes the record as Ex^t of John Stiles, who is supposed to be dead, is actually alive, this is the foundation of a writ of Error to reverse the judgment -

14. A writ of Error will not lie from any Court but of record - & a writ of Error will not lie from a Court of Chancery - for the records of Chancery are not regarded as records - the only remedy for a mistake of the Chancellor is to apply to a higher jurisdiction -

Errors 15- A writ of Error will lie on a judgment of non-suitor in the most usual remedy, however, at the present day, in this case, is to move for a new trial by the same Court-

Stu. 285.
1 Roll. 744.

16- Errors in Law & fact cannot be assigned together in the same writ- for they require different pleas & trials- one question is to be tried by the Court, the other by a Jury- assigning these two is in the nature of duplicity in pleading-

q. 58.
12 Dec. 92.

17- Where errors in fact & in law are together assigned, the Deft. should not plead the general issue in law "in nullo est erratum", for then he waives his advantage, & admits the errors of fact- he should return to the assignment-

Case 958.
1 Inst. 258.
6 Mod. 118.

18- A general Demurrer will reach this point in the assignment- tho' for duplicity in pleading at law there must be a special Demurrer, writs of Error are not within the Stat. 2^d Edg. -

3 Bac. Abr.
Error. K. 2.

19- The assignment of more than one Error, will constitute duplicity- for one error of fact will as much destroy the recovery as ten- but any number of Errors may be assigned ^{in law}-

Case 218.
12 Mod. 3 B. 15.

20- If an Error in fact is well assigned, it should be traversed- the gen. issue "in nullo est erratum" concedes it- if an Error in law however is assigned, the plea, "in nullo est" does not concede it-

2 Bac. 218.

See Jac. 12.
29. 574.

21- The assignment of an Error in fact concerning the record, will, as if it is assigned as Error, that the Court did not sit, when the judgment was given, when it appears by the record, that they did- in this case the plea "in nullo est" does not concede the assignment-

Case 218.
12 Mod. 3 B. 15.

from 28- It is a rule, that if judgt. is rendered agt. - two bits is made the found-

Carth. 7-8.
Holt. 1747.
Bac. Abr.
Cum. B. 3.

-ation of a writ of Error, both the Defts. must join in bringing the writ - or if one absolutely refuses, there must be a summons & perseverance - and an entire judgt. must be reversed in toto -

1 Steu 189.
2 Pl. 808.
4 Bin. 2022.

29- If, however, the parts of a judgt. itself are divisible, it may be reversed in part & affirmed as to the residue. Thus, suppose judgt. for damages & costs is given agt. a Dft. in an action where costs are not by law allowed to the Plff. here judgt. may be affirmed as to damages & reversed as to costs -

Aug. 17.

1. No person can maintain a writ of Error, except a party or privy.

306 C. 355.
Bac. Abr.
Error A. 2.
2 Sid. 56.

to the original judgment - but the representatives of the original party may bring the writ - as his heir at law in relation to the realty, & the Ex^r if the duty act - matter was personalty -

2 - The same rule holds with respect to Defts. - A writ of Error may be maintained agt. an heir at law or Ex^r -

Holt. 70.
3 C. 159.
5 C. 159.

3 - It is also a general rule that no person can maintain a writ of Error who is not grieved by the judgt. - for if a party has obtained all he sought he cannot reverse the judgt. -

W. & W.

4 - If three Defts are joined & two have judgt. agt. them & the third has a recovery; he cannot join with the others to reverse the judgt. rendered agt. them -

C. 159.
Feb. 107.
Bac. Abr.
Cum. B. 4.

5 - But there are cases in which the prevailing party may have a writ of Error - Thus, where the judgt. is irregularly given thro the fault of the Court, it is not as beneficial to the party prevailing as it is to

Writ of have been, it may be reversed - as if a Deft. is not in execution it was proper -

11 Nov. 189.
12 Dec. 167. C - So also, if on conviction of two Defts. judgt is rendered agt one only, the other cannot join with the verdict in a reversal -

11 Nov. 189. 12 - It was formerly held that the mere act of showing the writ of Error to the adverse party was a supersedeas of the judgt. for & judgt - but it seems now that a writ of Error is not a supersedeas, till it is actually allowed by the Clerk of Error -

13 Feb. 180. 15 - After the writ is issued, four days is allowed to put in bail in error - if bail is put in, the supersedeas continues - if not, the supersedeas ceases - this bail in Error is intended, as a security to the Deft. in Error, if it shall happen, that the judgt - originally affirmed in Error -

13 Feb. 180. 16 - In England, the recognizance of bail is with two sureties in double the amount of the original judgt -

17 - But Ex^{rs} & Verdict when Plffs in Error on a judgt - de bonis testatoris, may have a supersedeas without putting in bail in Error - because they are not within the Statutes, prescribing the number of sureties & the amount of the recognizance -

18 - If an Execution is already out on the original judgt - before the writ is taken, the writ becomes a supersedeas from the moment it is shown - but where a writ of Error relates to a verdict continued by the Court of the Plff in Error, no subsequent writ of Error can operate as a supersedeas -

19 - If however the first writ of Error is taken by inevitable accident -

Now a Supercedas may be obtained on a second writ. — Thus, if the Chief-Justice to whom the writ is directed should die, pending the writ, it abates & a new one may be obtained —

1 Hal. 686.
2 Selw. 208.

13 — In England, a writ of Error does not abate by the death of the ^{1 Vent. 34} ~~Def.~~ ^{Salk. 264} in Error, but a fi. ga. issues to summon in the heir-at-law, or the Ex^r of the deceased Def^t. — but if the Plff. dies the writ does abate —

14 — A writ of Error is not in all cases a matter stricti juris demand-
4 Brac. 581.
-able as of course —

15 — If a new trial were to be granted in a cause in which, from its nature, no new trial could be granted for any reason, it would undoubtedly, be erroneous, — as for instance, on convictions of treason or felony —

7 T. Rep. 458.
5 W. Rep. 345.
2 Selw. 158.
Comm. B. 177.

16 — A Supercedas does not prevent debt or judgt. from being set on the original recovery, pending the writ of Error — for an erroneous judgt. is binding to all intents, till reversed — but if debt or judgt. is set, pending a writ of Error on that judgt., the Court may, in its discretion stay all proceedings in the action —

7 T. Rep. 75.
2 H. Bl. 372.

17 — If a person obligates himself to pay what shall be recovered in a certain suit, viz^t. A. B. and a recovery is had ag^t. A. B. — but a writ of Error is brought upon the judgt., the party thus binding himself, cannot be subjected till the writ of Error is determined — i. e. the judgt. is reversed, he is discharged —

2 H. Bl. 372

18 — When a judgt. has been completely executed, by Execution being

Writ of Error, & the body of the Do. taken, a subsequent writ of Error
 43a. 670. is no defect or void - And if property has been taken before on Ex.,
 1 Writ. 30.
 a writ of Error can not operate so as to undo or annul what
 has already been done -

19 - But if property has been merely taken on Execution but not sold,
 2 Writ. 411.
 2 Writ. 370
 a writ of Error according to some is a superior day - To the better
 1 Inst. 233.
 2 Inst. 147.
 2 Writ. 411.
 2 Writ. 370.
 opinion seems to be, that it is not - for the execution of process
 is regarded as one entire, indivisible act & cannot be separated in its
 effects -

20 - If the party who has obtained judgment in the Court below, has that
 judgment reversed his case is unserviceable -

21 - In England, if the J. in Error does not assign errors, the first
 judgment stands - and it follows that the Def. in Error in such case
 obtains no costs - his only remedy is by proceeding against the bail in Error -

22 - If the J. in Error suffers a non-suit, there is no judgment of affirm-
 -ance or reversal - but there is in this case, a judgment for the Def. in Error
 - not to recover his costs -

23 - The reversal of a judgment in some cases overreaches or annuls the
 proceedings on the Execution, which issued on the original judgment - Lower
 8 Inst. 442.
 Common rule of discrimination is, that Collateral things Executory, are
 not reversed by a reversal, but things Collateral & Executory, are -

Aug 18 - 1 - If then goods are taken on the Execution & kept by the Officer & judgment
 is afterwards reversed on a writ of Error, while they remain in his hands
 1 Writ. 77.
 2 Writ. 79.
 he must restore them to the J. in Error - or again, if goods or lands are

Erron

move over to the Execution Creditor, on a valuation, & judgt. is after-

Bac. Ab.
Erron. M.S.

wards reversed, this reversal devests the Creditor's title & they

be restored to the Plff in Error or original Deft. - these are cases of a

Collateral thing Executory -

2 - But if goods or other property have been sold, or the thing before the writ of Error, he to whom they are sold, will hold them notwithstanding

a subsequent reversal - for it was the Sheriff's duty to sell them - the

8 Co. 143.
Cro. Eliz. 278.
Cro. Jac. 246.

remedy for the sale of them lies in damages, recoverable by the Plff. of

the Deft in Error -

3 - Upon the same principle, if the Deft. is taken in Execution & escapes,

but before a recovery agt. the Sheriff, the original judgt. is reversed

the action for the escape is gone - and if the Sheriff is sued for the

escape, by virtue of the party's being committed on due process, he

may plead "Null tñl re cord". -

4 - The rule is otherwise, if after a recovery agt. the Sheriff, the origi-

1 Sam. 38.
8 Co. 143, a

nal judgt. is reversed - for in this case the action for the escape is

carried thro. before the reversal - these last cases, come within cases

within the first branch of Lord Cokes definition - being examples

of Collateral things Executed -

8 Co. 246.
Bac. Ab.
Erron. M.S.

5 - The Sheriff however, in this last instance, will have his remedy by

a writ of Quintus gaudia to be relieved of the amount recovered of him -

6 - Where the Sheriff having taken goods sells them in a case, in which

20 Eliz. 278.
Roll 778.

he has no right by law to sell them, the title of the purchaser will be

devested if judgt. is reversed; - as if an outlaws goods are taken on

1844
24 Dec 28
24 Dec 28

50 Dec 10
3 Dec 778

1844
24 Dec 28
24 Dec 28

1844
24 Dec 28
24 Dec 28

28 Dec 87
24 Dec 28

1. Capital Allegation. If sold & the testimony is afterwards reversed, the purchaser must restore them, for it was the sheriff's duty to keep, not to sell the goods.

2. A writ of Error of the Stat. 10. Ed. III. must be first in this regard.

3. When the judgment is affirmed in error, the Defendant in error is bound to his costs, which have occurred in error - but if the judgment is reversed no costs in error are allowed to the Plaintiff. He under the name of damages he recovers what he ought to have obtained as costs in the Court below.

4. If the judgment of reversal does not give a judgment to the Plaintiff, the cause is then to be put over for another trial, either in the Court above if they are capable of trying the question, or it will be remanded to the Court below - and in this case, according to Court practice, the costs fall on the final event.

10. If the Plaintiff in error has paid any thing on the erroneous judgment or if his property has been taken, he is entitled to recover as damages, on reversal, what he has thus paid.

11. Where the judgment is affirmed, the Defendant is regularly entitled to interest on the judgment - for from the final decision it appears that delay was necessary.

12. But interest on a judgment is not allowed in an action against the bail in error - because it was not their duty to pay the judgment - it was not their debt - like the reversal took place.

non 13- It is a rule of practice that when a reversal which does not put an end to the suit, takes place, & the Plff. would enter for a further trial, he must do it in the same term of the reversal -

14- If a judgment of the Court of Com. Pleas is reversed in the King's Bench, the suit not being finally ended, the Plff. may enter for another trial at the B.R. - but if a judgment of another court is reversed in the Exchequer, or an error in fact, the record must be remanded to the Court below -

Cases exemplifying the Effect of an affirmance
or reversal of a Judgment in Error. -

Case I. ^{A.} _{vs.} ^{B.} in the Court below -

Judgt. below for A. to recover of B. £20 debt & £10 costs, judgt. reversed, for insufficiency of Declaration, before A. has collected any part of his Execution: - judgt. above is that B. recover of A. £10, the amount of costs incurred in the Court below - but B. has no costs in Error - (note §. 8) -

Case II. - The case as before except that A. has collected the contents of his Execution: - judgt. of reversal, as before, that B. recover £40, viz. £30 paid to A. on the erroneous judgt. & £10, costs which B. ought to have recovered of A. in the Court below - (note §. 10) -

Case III. - Judgt. below in favor of A. as before: - Affirmed in the Court above: - judgt. is, that A. the Dept. in Error, recover his costs on the writ in Error - interest on the first judgt. is also allowed. (note §. 11.)

Case IV. - Judgt. below is in favor of B. the Dept. - A. by a writ of Error reverses that Judgt. - here the judgt. above is only one of reversal: - if the Court below

This is competent to try a question of fact; A. on the reversal enters the cause for trial & on final judgment (if he prevails), recovers together with his Debt & Damages, all his ^{Costs} which accrued before the reversal, as well as those which have accrued since - but he recovers no costs on the suit in error; if he has paid costs below, he recovers them as damages. (Ant. § 9.) -

Case V. - Demurrer to the declaration in the Court below - declaration adjudged insufficient - on writ of error the judgment is reversed - as the declaration is thus decided to be insufficient - it would generally be allowed for A. to enter for trial; still he may do it, if his declaration can be amended. -

Case VI. - Declaration in the Court below adjudged insufficient - on writ of error reversed - A. enters for trial, if the Court above can try questions of fact, for he has a good declaration & the merits have not yet been tried. -

Case VII. - Plea in bar demurred to below & adjudged sufficient - judgment reversed - A. enters for trial, for as yet he has had no judgment to recover. -

Case VIII. - Plea in bar adjudged insufficient - judgment reversed - if A. should enter, it would be to no purpose B. has prevailed by the reversal. -

Case IX. - Plea in abatement & judgment below that the writ abates - reversed - A. enters for trial for he has a good writ. -

Case X. - Plea in abatement - judgment of "error & sustains" below - reversed - A. cannot enter for he has no writ - and B. has prevailed. -

Case XI. - If error is tried for the admission or rejection of evidence - J. below, may enter for trial, whether on reversal, he is J. or J. below - and whether the reversal is for, agt. him - Ex. 92. A's witness was excluded below - reversed - A. enters for trial - here is J. in error, & judgment is in his favor - 2. B's witness was excluded below - reversed - B. is J. & judgment is in his favor - Still A. may enter for trial, for he may prove notwithstanding the admission of B's witness -

End of "Treatise of Error"

new trials

Title 3 "New Trials"

Aug. 18. 1- A new trial is always a second or subsequent trial of some issue in fact which has been before tried - for a new trial is not predicable of an issue in law - the mode of obtaining a new trial is in England always by motion -

2- After motion made, the next step is a rule granted by the Court upon the opposite party to show cause - why a new trial should not be granted - the granting of this rule does not end the subject - the question for a new trial is decided -

3- A new trial may be granted in England at one time before final judgment -

4- A motion for a new trial is generally, to the discretion of the Court -

2 Wils. 306.
3 East 481.

It is not a matter stricti juris; - and if the judges are satisfied that complete justice was done on the first trial, they will never grant the motion -

2 Wils. 391.
2 B. & P. 52.
Shaw. 1242.
3 B. & P. 124.

5- Thus, if in an action on contract, the plff. has obtained judgment - the Court will not grant a new trial in order to allow the Def. to plead in equity for as between the parties such a defence would be unconscionable -

6- A Court of Law on a motion for a new trial, exercise the same sort of discretion, that a Court of Chancery does in a matter coming within its jurisdiction - and they may impose terms upon the party applying for the new trial as a Court of Equity would in exercising its extraordinary powers -

New2 Dec. 140.
1 side 235.

2- If the ground of the application is something which occurred at the time in open Court. The Judges in Bank receive their information from the Judge at nisi Prius. But if it arises from something extrinsic, it must be disclosed by Affidavit.

3- It was formerly held, that after a trial at sea, no new trial could be granted, except for the single Cause of Corruption in the Jury. But in modern times, new trials are granted after a trial at sea, in the same manner that support a motion for a new trial at nisi Prius.

1 side 585-
2 side 1360.

4- It is a maxim at present, that in all cases of sufficient importance a new trial will be granted, if it can be shown to the Court that injustice has been done; if the Cause is of little or no importance the application will be refused.

3 M.C. 388
2 Dec. 638
1 side 12
4 Dec. 758.

5- A motion for a new trial cannot as a general rule be made after a motion in arrest of judgment. For if the motion in arrest of judgment is granted a new trial is useless.

Bac. Abr.
Trial I. 1.

6- It has been formerly held that where several Depts. have judgment against them, or part of them, all of them must apply for a new trial. But of late it seems that any one of them may support the motion.

Aug. 19
Causes.5 side 428.
Bac. Abr.
Trial I. 1.
Bac. Rep. 327.

1- The causes for granting a new trial are various:— And in the first place, want of notice of trial, is sufficient cause on which to ground the motion;— but if a party appears & pleads, he waives the objection to want of notice.

2- A second cause for a new trial, is for any mistake or defect in the

trial.

11 Mod. 114.
6 Cl. 241.
7 Cl. 58, 64.
4 Br. 758.

Judge: - as if the Judge was interested - for this defect, a new trial

Unit of error are concurrent - -

3 - A third ground, is the improper admission, or rejection of a witness.

15 Sep. 717. but the incompetency of a witness is not of itself a sufficient objection, when that incompetency was not known & objected to at the trial -

4 - It is said, that, if a verdict has been obtained upon the testimony

1 L. Mod. 584.
Re. Ch. 194.

of a person legally infamous, a new trial cannot be had in a Court of Law, tho it may be had in Chancery: this rule supposes, that the witness testified truth -

5 - Again, if a witness called to prove a specific fact, is improperly

3 East 447.

rejected, & it is another witness has testified to the same fact, and the fact itself is not ultimately disputed, - a new trial cannot be had on this ground - for here no injury is done

6 - Fourthly, - for any incompetency or defect of the Jury, a new trial

7 Mod. 54.
11 East 30.
7 Br. 22.
2 Cl. 144.

may be had, - as if one of the Jurors was interested in the suit, pro-

vided the party ag^t whom the verdict was found did not know

the fact (ante. i. § 1. 2.) -

7 - Fifthly, this conduct in the Jury or any one Juror, is good ground

2 East 140.
3 East 64.

for a new trial: - as, if it can be shown that he was partial - that

he was inattentive - or referred his decision to chance, all these are cases, where a new trial will be granted - And in one case, where

Salk. 645.

a Jury declared that the Pl^{ff}. should not have a verdict, whatever evidence he produced, & the cause was decided ag^t him a new trial was granted -

New 8. In former times, entire unanimity, was not required in a Jury. - but
in modern times the whole panel must agree, or the verdict is
not good - and they are cast about with the Judge upon his Cir-
cuit. till they become united in their verdict: -

4- If the day are not ultimately unanimous in their verdict, it is, in strictness of law, void - but an expedient, has been resorted to in order to evade this requisition - this expedient is to permit the Groos in the minority, or those who dissent to come in silently - and thus, when they do not expressly dissent - they are deemed to assent -

10- By the Com. Law. when a Cause has been committed to the Jury
 1 Sent. 125- they are confined in an apartment by them selves. & they are not al-
 lowed to converse till they find their verdict. - neither can they take
 any refreshment without leave of Court. -

11 - Misbehavior of this latter kind, does not vitiate the verdict, but
 the Jury are liable to be given in such conduct. - Still, if the Jury

12 mod. III. receive requirements from one of the parties to the suit & the verdict hap-
Co. 21-227.
pens to be in his favor, it will be set aside & a new trial granted—

13. Sec. 111.
Verdicts. B.
Code - 228.
3 1/2 C. 37 1/2.

Confinement - jury verdict have occurred, which are sealed
verdicts. - they may be handed to the Judge out of Court - & the jury
are then discharged -

13. But - a pleading verbatim - however does not violate the rule - for the
^{it is not a} ^{may} way from it - & bring a different one in to Court - the next day - they
are a mere evasion of the rule -

14 - After a verdict is found, there is nothing illegal in either of the parties giving refreshments to the Jury: - but if this is done after a prying verdict, & the verdict is then altered in favor of the party treating the Jury, it will be set aside -

1 Vent. 125.

3 B. & P. 374.
12 W. 199.
13 C. 111.
Verdict - H.

15 - If a Juror states to his fellows any private knowledge of his own in relation to the issue, this will vitiate the verdict: - for the Jury are bound by their oath to decide according to the evidence offered up - on the trial - nor does he speak upon oath - and further, a party has an absolute right to cross-examine any witness -

13 C. 111.
Verdict - H.

16 - As in, a Jury have no right to call before them or re-examine any witnesses, who have testified in Court: - if they do, the verdict will be set aside - the only regular course, is for them to come into Court & request that the witness be re-examined -

1 Sid. 251.

17 - If the Jury take with them any written evidence, which was not produced before them in Court, this will vitiate the verdict: - and in England, they have no right to take out any written evidence, tho' it has been

20. 11. 22.
2. May, 1748.
Cro. Eliz. 111.

Exhibited before them in Court, without the consent of parties, or leave of Court: - if however the writing, taken out, furnishes evidence on both sides the verdict will be good, tho' the Jury will be liable for a misdemeanor -

17 Rep. 11.

18 - However the Jury may have misbehaved, they are not allowed to testify to it: - it must be proved alibet - this rule I imagine, is confined to the case of a Juror's testifying to his own misconduct, for there appears to be no reason why one Juror should not testify to the misconduct of another of the Jury -

New 19- If the Foreman delivers a wrong verdict by mistake, it may be des-
 100m. 389. asive to a new trial granted. - in this case, the Jurors are allowed
 to testify to the mistake. - in all these cases of misconduct in a Jury
 motions in arrest of Judgment are concurrent -

20- It has been much debated whether, when a Jury are directed by
 the Court to bring in a special verdict, ^{if they} return a general verdict -
 13ac. 111.
 13ac. 111.
 7m. 37.
 a new trial can be granted - this is not sufficient per se accord-
 ing to the better opinion - but it is now settled that if they return
 a gen^l verdict & it is ag^t the opinion of the Judge, there will be
 a new trial -

21- Sixthly, if the Jury bring in a verdict ag^t Evidence a new
 trial may be granted - in such a case however, a new trial ought
 11m. 401.
 11m. 401.
 11m. 401.
 11m. 401.
 not to be granted unless there is a clear preponderance of Evidence
 ag^t the verdict - i. e. the scales hang nearly even, the verdict should stand

22- Seventhly, it is a good ground for a new trial that the ver-
 dict is ag^t law - as to the purpose of judging between other parties,
 11m. 401.
 11m. 401.
 11m. 401.
 11m. 401.
 the Jury are always presumed to be ignorant of the law -

23- But a new trial will not be granted upon a strict point of law
 40m. 2093.
 40m. 2093.
 40m. 2093.
 40m. 2093.
 provided a substantial justice has been done - As, whenever the Case
 is such that the P^y is entitled to nominal damages, the Court will not
 grant a new trial, tho the verdict is for the Def^t -

24- An Eighth ground for a new trial is in some cases for small-
 11m. 1051.
 11m. 1051.
 11m. 1051.
 11m. 1051.
 ness of Damages - but it seems this cannot be the foundation for
 a new trial Except in actions on contract, or for a liquidated sum -

trial 25- When however acting in any case have given too small damages

Salk. 647. ^{Wro.} a mistake in point of Law - or if by any unfair practice the party has been deprived of a proper verdict - a new trial will be granted -

26- Excessiveness of damages is a good ground for new trial, whether the action ~~action~~ is founded on Contract or Tort - it has been supposed that

Wall. 329
2 Wils. 244
3 Wils. 62
4 Wils. 657
7 Wils. 527
Aug. 20. a new trial never could be granted for this cause, but this opinion is now exploded -

1- If by a mistake in the Computation the Jury have given too large damages, a new trial may be had - but this rule can in general only operate where there is a fixed rule of damages -

Court. 571.
1 H. Bl. 38. 2- But in the case where there is a fixed rule of damages & the Jury have exceeded the rule, the Jf. may prevent a new trial, if he pleases, by remitting on the record, the excess; - it has been supposed that in

4 Wils. 657
3 Wils. 18.
1 Wils. 314
1 Wils. 277
3 Wils. 257
2 Wils. 929 some actions, as for instance, Crim. Con. - a new trial could not be had for this cause, - but it seems settled that it may be done in any action -

3- It has been much questioned in England, how far new trials may be

Wils. 1325
2 Wils. 131
Wils. 131
Wils. 131 had for a mistake in pleading - it seems, at any rate that this is one circumstance which among others, will conduce to support the motion for a new trial -

Wils. 1325
2 Wils. 131
Wils. 131
Wils. 131 4- But the negligence or mistake of the parties Attorney or Counsel is not a ground for a new trial - the only remedy, which such party can have is by an action on the case ag^t the Atty himself -

Wils. 1325
2 Wils. 131
Wils. 131
Wils. 131 5- There have been many attempts to obtain a new trial in consequence of a surprise upon one of the parties, by the introduction of unexpected evidence - the present rule appears to be that such surprise is not per-

New

2 J. Rep. 131.
3 East. 167.

is a ground for granting a new trial. tho' it may with other circumstances contribute to support the motion -

6 Mass. 22.
13 ac. 22.
2 J. Rep. 131.
3 East. 167.

6 - Another ground for a new trial is the absence of a material witness by inevitable accident, or his absence without the fault of the party, who suffers by his absence -

13 ac. 22.
2 J. Rep. 131.
3 East. 167.

7 - But in this case the witness must make affidavit of the facts to which he would have testified -

11 Mass. 141.

8 - That a material witness was absent thro' the covin, or unfair practice of the opposite party, is a ground for a new trial: - but that a witness, however material was absent wilfully & thro' a contempt of Court is not a ground for a new trial - for as the witness has absented himself wilfully, the Court will compel the party injured by his absence to seek his remedy agt. the witness -

20th. 325.
2 J. Rep. 131.
3 East. 167.
11 Mass. 141.

9 - A mistake made by a witness in his testimony upon the former trial, is no ground for granting a new one - for, to suffer a witness to correct his testimony is of very dangerous consequence -

13 ac. 22.
2 J. Rep. 131.
3 East. 167.

10 - Upon the same principle & for the same reason - it is no ground for a new trial that the witness gave or gave material facts in his first testimony -

11 Mass. 141.

11 - It was formerly held to be a good ground for a new trial, that the party agt. whom a verdict has been given has since the trial discovered new & material evidence - but recently this doctrine has been entirely

12 Mass. 584.

7 J. Rep. 269.
11 Mass. 141.
2 J. Rep. 131.
3 East. 167.

exploded, for it is esteemed very dangerous to allow a party who has failed & who thus perceives what is necessary to set out his cause by new testimony -

Trial 12 - Another cause for a new trial, is the misconduct of parties - if the party obtaining a verdict, attempted any unfair practices upon the Jury, or upon the adverse party's witnesses, a new trial will at once be granted; - and it is not necessary to constitute this objection that any undue influence was actually exercised upon the Jury or witnesses - it is enough that it was attempted -

11 Mod. 144.
23 ac. 311.
Trial, 2d 6.

13 - Similar practices by the Att^y. or Counsell^r. of the party obtaining the verdict - has the same effect - in short it is a general rule that any sort of Embracery, practiced by the party or his Att^y. is sufficient for granting a new trial - Embracery signifies any undue influence exercised upon the Jury, by attempting to bribe them, to give a verdict for the party -

11 Mod. 119.
1 Vent. 755.
4 Bl. C. 140.

Aug. 24. 1 - It was formerly held that no new trial could be had in any case in the action of Ejectment - because from the fictitious

5 Wm. 1106.
5 Wm. 648.
4 Wm. 2224.

character of this action, the judgment was never decisive. Now however it is well settled, that where the verdict is for the Def^t. a new trial was well grantable as in any other action, but where the verdict is for the Pl^t. a new trial is never granted, except for particular reasons, for the Pl^t. can as well have his remedy by a new action as a new trial -

2 - Again, it was held, that after two successive & similar

3 Wm. 664.
1 Wm. 111.
6 Wm. 22.
4 Wm. 308.
3 Bl. C. 387.

verdicts, a 3d could still be granted - this doctrine has not now prevailed - there is no doubt at this day, that several times may be granted -

New

10 Nov. 202.

3. It is a general rule that a new trial cannot be granted for an exception not taken at the first trial, provided the exception might have been taken at that time. Thus, if there is an improper admission or rejection of evidence, the party against whom it operates cannot have a new trial, if he did not object.

Co. L. 34.
25 Nov. 89.
11 Nov. 17.

9 Nov. 638

4. Again, a new trial is generally not granted in criminal cases, for prosecutions. This is often protested for time, when the verdict goes against him; the rule of the Court is that the Criminal Prosecutions higher than a trial of a new trial can be ^{obtained} by a new trial.

5. It has been a great question in such cases how far the Court may discharge the jury before the issue has been submitted to them, or after a disagreement. It seems that they cannot be discharged for mere disagreement. Even with the Criminals' consent & certainly not without it.

Post. C. L.
Hindley &
Cath. 465.
Cath. 501.

6. But there are cases of necessity, under which the jury may be discharged & a new trial by the Court. Thus, if one of the jury die pending the trial, the jury must be discharged & a new trial awarded. For as yet the prisoner has not been put in, & saved of his life.

8. In the State of New York the Court discharged a jury because they could not agree on a verdict to the trial of the case.

Trial p. 8 - In England, where the offence is treason felony, the Court may
 6 Nov. 638.
 1 Nov. 904.
 5 Nov. 2667.
 grant a new trial for the Defendant, though in general it cannot be
 granted agt. him

9. When the Jury are discharged from hearing, it is generally done
 1 Nov. 897.
 1 Nov. 124.
 3 Nov. 57.
 with a view to have a new trial. But the rule of the Court is
 that no new trial can be had if the prisoner is then found guilty. His Majesty
 10. In Criminal cases, it is a maxim, that a criminal shall not
 twice be put in jeopardy of his life. - This rule chiefly holds in Cap-
 ital cases. It is also a general maxim, that no new trial can
 be had for an offence, which is subject to indictment -
 it has reference to indictable offences - but in such case, new
 trials are frequently granted for the Defendant -

11. New trials are however frequently granted agt. a Defendant in an
 1 Nov. 1228.
 1 Nov. 1228.
 action on a penal Statute - for such prosecutions are in fact
 purely civil actions -

12. But when a criminal has been acquitted on account of any
 1 Nov. 1228.
 1 Nov. 1228.
 1 Nov. 1228.
 error, practised by him, as, by bribing the Jury, a new trial may be
 granted. It does not extend to Capital cases - nor if an offender has
 been convicted on his own false testimony can a new trial be had -

13. The English rule as to Costs, is, that where they are directed to abide
 8 Nov. 619.
 1 Nov. 639.
 3 Nov. 307.
 the event, if the party who obtains the first verdict also succeeds in
 the second trial, he has Costs in both - but where one obtains a verdict on
 the first trial only, he has Costs in that alone -

End of New Trials

EvidenceAug²⁴Little
"Crane"

Its Admissibility & Credibility

2 H. R. 201
S. R. 360
Peck & 2-2
316 & 230

The admissibility of evidence is always a matter of Law for the Court, but its credibility & weight are generally to be determined by the Jury. This last remark is not universally true, for where a record is put directly in issue, the Court must invariably try that issue. - a record can only be put directly in issue by the plea of record

2 - Where a record is introduced incidentally on an issue to the Jury, it is to be read as evidence to them -

3 - Thus, suppose that in E. C. v. T. the title of the paper is a property & Ex. by which he obtained the property. Here the record is to be read in evidence to the Jury. The Court however, if necessary, instruct the Jury as to the effect of it - and here its effect may be as conclusive as if put directly in issue -

Onus Probandi

11 H. R. 150
43 Rep. 39
134-144

The burden of proof lies regularly upon that party who states the affirmative of the issue - for a negative cannot admit of direct proof - but to this rule there is one exception - when one is prosecuted for an act which it was his duty to do - in such a case to presume the negative & require proof of the affirmative would be to presume guilt -

11 H. R. 298
3 Rep. 192
2 Camp. 654

3 - When an issue is taken on the life or death of a man, the burden of proof lies on the party claiming the

2d. 302
10th E. 152
Death, for the legal presumption is that a person once in existence
evidence is still alive without some proof to the contrary.

6- According to the Stat. James I. when a person is guilty of
bigamy, but has been absent more than 2 years whence he
is presumed from the bigamy.

24th. 2057-
7th E. 6.
No evidence can be received except such as is pertinent
to the issue, or fact in question. Other evidence is irrelevant.

8- The character of a party to a civil action, cannot therefore
be put in evidence, except where it will conduce to prove the
issue, or is relevant to the point in question.

9- Thus, in an action of slander, the Plff. cannot prove that the
Def. is a defamer, for it is not pertinent to the point - for he
might have been a defamer & yet not have uttered the
slander, that is complained of.

10- In cases in which a party is allowed by Stat. to testify in
his own cause & does so testify, his character for veracity may
be impeached. - His character as a witness, but not as a party.

11- In an action of crim. con. the Def. may, for the purpose of
mitigating damages, not however in law, show that the previous
character of the Plff. - for by charging the Def. with seduction, the
former good character of the woman is put in issue.

12- That the Def. in this case is not allowed to give in evi-
dence any misconduct on her part subsequent to the period
when the injury was committed by him.

254
Evidence

3 Mass. 189.
12 Geo. 31.
14 Mich. 116.
Pent. 7.

13. In an action for a breach of promise of marriage the Deft. is allowed to prove the Plff's general character - his usual mode of mis-conduct in point of chastity - and in this particular action it is conceived, that the Deft. may give evidence of the more exalted of the Plff. in any respect =

30 Wils. 14.
11 East. 23.
2 Selw. 108.

14. So also in an action by a parent for the seduction of his daughter. In quod &c. the Deft. may impeach the general character of the daughter or give in evidence any open act of mis-conduct -

10 Wils. 354.

15. In the action of detainer, it has been customary in Court to allow the Deft. to prove the character of the Plff. had in that respect - in which he would be charged, in each case -

10 Wils. 234.
2 Cowp. 251.

16. This rule has been recently adopted in England, tho' for a long time unknown there -

3 M. & W. 571.
12 W. & M. 139.
2 Esp. N. 723.

17. In an action also the Plff. may give in evidence his rank & situation in life to aggravate damages, the Deft. may do the same for the purpose of mitigating them -

10 W. & M. 139.

18. In the case of malicious prosecution, the Deft. may prove the badness of Plff's character - for the purpose of raising the presumption of probable cause -

10 W. & M. 139.
Pent. 296.
1 M. & W. 324.

If the criminal case also where the Deft's Character is put in issue by the prosecution, the Plff. may impeach his general character, showing particular acts - these cases, are those only which charge a course of bad conduct - not a specific act -

violence 20 - Thus, in an indictment for keeping a brothel, the soft character may may be impeached - not a reflection of any one's soft - is act, character - to general character -

21 - In one case of this nature, however the Judge cannot draw such which go to impeach the soft character, without giving notice to the soft - that is the name of the party -

22 - But in criminal cases in which the soft character is not put in issue, as theft - murder - forgery, &c. the prosecutor cannot impeach the soft character, unless the soft has himself exhibited evidence in support of it -

23 - And even if the soft has, there opened the inquiry, the prosecutor cannot examine as to particular facts not already examined - but is confined to an inquiry into his general character -

24 - In cases of this kind, the soft is permitted to prove that his general character is good - This rule is undoubtedly founded upon the principle of necessity - no other principle could be founded - and it certainly is not relevant -

25 - This rule was formerly observed only in criminal cases; but at present the rule is, that when the direct object of the prosecution is to punish the offender not merely to obtain a pecuniary penalty, it is granted -

26 - It is said, however in Platt, that the indulgence is very extended - so, to offences which in our social, punish merit - this proposition appears unsustained by authorities -

Peak 6. 7.
H. 1132
Buc. 296

McK. 310.
Peak 8.
H. 114.

Peak 139.
McK. 320.
H. 11532.

Peak 8.
McK. 322.
Cantion

Evidence 2nd - But in one case an indictment (even capital) the Sept. witnesses
 1 M. E. 140. to give in evidence the Character of the Deft. as being notorious for
 his previous misconduct with him self -

28 - The distinction then in Criminal Cases is this - 1. When the prosecution puts in evidence the Character of the Deft. - the P^{ro}ff. may impeach his Character, in the first instance - 2. When the Character is not put in evidence the P^{ro}ff. cannot impeach it - except where the Deft. offers Evidence to sustain his Character -

29 - But 3. - in Cases where the Deft's Character is not put in evidence, it is him self allowed to support it - and in such Cases the witness may not only state his general opinion, but may detect particular instances of notorious Conduct - This is conceived however to be a very dangerous rule -

30 - But evidence agt. the General Character of a Deft. must be general, except in the case of larceny -

31 - When the evidence of guilt is weak & merely presumptive, 1 M. E. 140. 1100. the support of the Deft's general Character ought to have great weight - but when there is direct & credible Evidence of guilt it should have very little weight -

32 - In all Cases where the best Evidence, ~~the evidence~~ the nature of the case admits, must always be offered; that is, if a party offers a lower sort of Evidence, when a better or higher Evidence is kept back, the first kind is inadmissible. Thus if a party wishes to prove the contents of an instrument in his own possession, he must produce the instrument itself -

Evidence 33- A deed is attested by a subscribing witness, the Execution of
 2 Aug. 207.
 1 Exh. 84.
 4 Exh. 58. it cannot in general be proved by any evidence, but the pro-
 duction of the witness himself - who is evidence is not conclusive,
 if he denies his signature, in the party producing ^{him} that prove in
 other that he did witness the deed -

34- That the law does not require that all the evidence of which
 the case is susceptible, should be produced: - A deed has been
 subscribed by 3 witnesses, proof of the attestation by one witness
 if credible is sufficient -

35- At Com. Law is a general rule that such evidence is sat-
 isfies the law is sufficient: of course, one credible witness in
 general is that is required -

Aug. 26. 1- To this rule there is an exception in the case of perjury - here 2
 witnesses are necessary by law to conviction - for the oath of the
 4 D.C. 358.
 10th 2 194.
 10th 2 107.
 Deft. balances the oath of one witness: - if the rule were other-
 wise, there would be oath agt. oath -

2- In high treason, petit treason & subversion of treason two or more
 witnesses are required by several English Statutes - At Com. Law
 4th 2 40.
 10th 2 15.
 10th 2 194.
 2 2 107.
 this was an ancient law - and both witnesses must testify to the
 same overt-act or one of them to one act & the other witness
 to another overt-act -

3- The constitution of the U.S. provides that both witnesses
 must testify to the same overt-act, unless the prisoner confesses
 his guilt in open Court -

Evidence a town, or estate, &c. witnesses are allowed to testify what were the reputed boundaries of the place and what deceased persons have said relative to the boundaries: but they cannot testify what they have seen total as to any specific fact, as the existence of a certain wall - for this may be proved directly.

10th E. 13.
14th E. 331.

11- If however the deceased person, whose declarations are attempted to be proved had interest at the time to make the assertions he did make, proof of them are inadmissible - Such declarations must therefore be made by disinterested persons or by persons agt. their own interest -

10th E. 179.

12- Upon the general principle which has been explained; a right of way may be proved: - if there is any direct evidence, as a charter, in existence, it must be produced - if where it is to be established by prescription, hearsay evidence is admitted -

10th E. 182.

13- Evidence of the declarations of a deceased landholder within the limits of ^{own} land, is admissible - His declarations as to his land only, such limits, cannot be admitted -

2d E. 55.
1 E. 2. 458.
10th E. 229.
10th E. 384.

14- Again, in cases of pedigree, hearsay evidence is admissible: - the declarations of deceased persons, who from their situation, were likely to be acquainted with the fact, are allowed - but the admissions of deceased persons as to the legitimacy of a child, or illegitimacy, are not -

10th E. 11.
1 E. 2. 451.
17th E. 711.
10th E. 784.

15- It may be here repeated however, that evidence of such declarations are not admitted, where the party making them had an interest to be believed -

10th E. 176.
3 E. 2. 444.

Evidence 16 - On a question of legitimacy the declarations of a deceased parent are inadmissible to prove non-accept by the husband during wedlock: - parents are not ~~thus~~ allowed to bastardize their issue, born during lawful marriage -

C. & P. 594.
8 B. & C. 203.
11 H. 125.
10 H. 2. 180.

17 - The declarations of strangers, as a neighbor, are not admissible to prove the time of a marriage - or a birth, or death - strangers are not presumed to have this knowledge -

3 J. & W. 723.
14 B. & C. 270.

18 - On a question of birth however the declarations or memorandum of a surgeon, who attended the birth are admissible to prove the time of delivery -

10 H. 2. 181.
10 B. & C. 120.

19 - The general reputation of a family, or of the place to which one belongs, is allowed to be proved on a question of pedigree - in all these cases in which the declarations of third persons are proved, the third person must be dead or incapable of being produced in Court -

Week 2. 11.

2 Strange 4.
3 B. & C. 113.
10 H. 2. 176.

20 - Upon a question of pedigree, any evidence of birth &c. is good, even tho it is recited in a deed merely - So is an inscription on a monument - & family records in a bible - & statement of the fact in a will - an affirmation in a bill in Chancery - the engraving upon a ring, are all good evidence -

Week 2. 12.
1 B. & C. 474.
Exp. 2. 728.
10 H. 2. 176.

21 - But the place of one's birth cannot be proved by hearsay - this is not a question of pedigree - it is nothing but a fact of locality, may be proved like any other fact -

1 B. & C. 373.
2 H. 2.

22 - In all other cases, a written memorandum made by a person

evidence Person in the ordinary course of his business is admissible - tho generally it is only corroborative evidence - Thus, where there was a dispute as to the quantity of beer delivered to another person, the memorandum of a deceased drayman, as to ^{the} quantity he had transported for his employer, was admitted as corroborative of the other evidence: it may however operate as evidence in chief -

Peak 214
Salk 285
Bull 282

23 - But a written entry in the book of a party is never direct evidence, tho it may be corroborative -

Peak 214

ing 27 - 1. In criminal cases the rule excluding hearsay evidence applies to the same extent as in civil actions; but in criminal cases such evidence may be admitted as inducement or to underwrite other evidence -

Peak 294
M. & N. 381

2. May a witness testify that he had heard a certain crime imputed to the Deft. & in founded him of it - in order to introduce the Deft's answer: - and where declarations of the Deft. are made concerning rumours which are afloat - evidence of what these rumours were is admitted -

3. But in case of murder or any kind of homicide, the declarations of the deceased, being made upon prospect of death are good evidence either to acquit or convict of the crime - His assertions at this time are deemed as sacred as an oath - declarations of this kind however made by a person legally insane, are inadmissible -

2 Ch 583.
M. & N. 381.

in 10.

Evidence as to acknowledgment, in such a matter deal; - a very common case is
 10 R. 2. 74 a bill of lading - for the acknowledged document that the cargo was
 in good order may be rebutted -

10-15 - where the party making something accompanies them
 1 Comp. 439
 3 R. 2. 215 with any qualifying statements. These latter must be proved with
 the former -

11 - A party is never allowed to prove his own words. Except
 when his declarations are a part of the res gestae - by the party
 6 R. 2. 188.
 1 R. 2. 376 makes a motion which has the appearance of an assault, but
 2 R. 2. 312.
 1 R. 2. 54. accompanying the act with words, which rebut this presumption,
 such words may be proved - and this rule holds as well in
 Criminal as in Civil Cases -

12 - In one instance, what a party has sworn to for a crime
 13 R. 14.
 2 R. 2. 534 may be proved by witnesses - this is the case on a malicious prose-
 -cution (see "M. & R.") -

Confessions 13 - A party confessing in a suit the evidence against him - whether
 he does so in his own right, or as trustee, &c. - don't let the law stand the
 7 R. 2. 668.
 13 R. 2. 12.
 11 R. 2. 578. Confessing on the part of a party really interested in the suit may be
 1 R. 2. 257. proved against him to defeat the suit -

14 - The declaration of a third person made in the presence
 2 R. 2. 16. of or to one of the parties but contradicted by that party and
 not sworn to by him - such a declaration is inadmissible
 in even a husband's servant wife or child, and testimony to the
 absence of a party, are not admissible -

267-

Evidence 15-09-11, where it appeared that the wife had made the debt to
2 Nov 1094
67 Nov 680
Nov 2. 16.
money, it has been held that there is no evidence that in making
by the husband & in regard due to the -

16- The acknowledgment of an individual member in a corpo-

18.2.74. ration - agreement not accompanying any & it is of course
any is no evidence as to the Corporation

17- That where a wife in transactions, usually, especially, in
real women, making a contract with the husband, it is, in

18.5.82
18.11.82
18.12.72.
and living in relation to that transaction are good Evi-
- dence as to the husband's intention as to the com-
- mitted money - it is opposed to every analogy of the law -

18.2.74
18.11.82
18.12.72.
8- The declaration of a director or agent in a deed is evidence
in relation to the meaning of the deed is good evidence for or against the principal

18.12.74
18.11.82
18.12.72.
9- The declarations subsequent to the transaction in question are no evi-
- dence either for or against the principal - such declarations are not binding on the principal

19- The declaration of a director or principal in a deed is evidence to deliver a
Deed is in evidence - if then the deed is delivered in the
Deed is clear to be in evidence - this is good evidence - but
if at a subsequent time he has said that the Deed was
in evidence - it would be no evidence whatever -

20- The Deed at the time of its execution is clear to be evidence

18.11.82
18.12.74
18.12.72.
This evidence is claimed as amounting to an act of Bank-
-ruptcy - the money which is compelled him to go, may be no
- evidence by his statements or them -

Aug 28.
vidence

1. When a party to a suit is present, or stands in the place of another person, the confessions of the latter are good Evidence agt. the former. - as in the case of an action by an Exr. - the Confessions of his testator are admissible for had the latter party been living, it would have been good Evidence agt. himself

Bank 65
4 Rep. 436.

2. And again, in an action for an escape on mesne process agt. the Sheriff, the confessions of the party escaping that he owed the debt, for which he was confined, are good Evidence agt. the Sheriff -

1 Rep. 169

3. So also, in an action agt. the Sheriff for a false return of non est in acknowledgement of indebtedness by the Deft. in the suit is good Evidence -

11 Sup.

4. It is a general rule, that where there are several Defts. in one suit, the confession of one of them is Evidence agt. himself only - and therefore in an action agt. one Deft. as a joint Defendant, the Confession of the other party is no Evidence to prove the indebtedness of the party sued - There is however

1 M. & G.
243

an exception to this rule in the case of Partnership - for if two partners have incurred a debt, one is bound upon it - the admission of the other is good - this rule will hold, tho' the confession was made after the dissolution of the partnership -

11 East 589.
10 M. & G.
243.
Doug. 629.

3 B. & C. 586.
Contract

5. But if a contract agt. two Defts. is established and admitted, the confession of one of them is good agt. the other, to take the

1 M. & G.
6 B. & C. 629.

266.
Evidence

can. out of the Stat. of limitation - for good this contract
they are further & come under the above exception -

6 - This rule however is not predicable of crimes or torts in
these cases the testimony or confession of one of the parties
is not admissible to charge another -

7 - This is the general rule, but if several parties are joined
for an illegal combination, the confessions of one of them
as to the intentions of the party, made at the time, are good
evidence, for then, they become a part of the res gesta -

12th 88.
10th 89.
2 Day 205.

8 - If one of two defendants suffers a default & the other, leads to
issue, the declarations of the defaulting party are good evi-
dence to settle the amount of the damages -

9 - In Criminal Cases, the confession of the offender out of
Court - is good evidence agt. himself - it was formerly
held that mere proof of a defendant's confession uncorroborated

12th 42.
10th 49.
10th 71.

11th 243.
10th 14. by other evidence would not warrant a conviction - but this
doctrine has in modern times been entirely exploded -

10 - But the confession of a prisoner induced by torture or
threats on the one hand, or obtained by promising on the other,
are no evidence agt. him - and hence when a party con-
fesses on the promise, that he will be allowed to turn State's
evidence, such confession is not admissible -

11th 42.
10th 14.

11 - Where however a material fact is discovered by the
confession, that may be made use of - Thus, if a party confesses

11th 42.
10th 14.

Evidence that he has been guilty of a theft, & on being further, where he has the goods, they may be employed as presumptive evidence of his guilt - provided the goods are found as they are in the place -

Inference 12 - But there is a material distinction between the confession of a party & an offer of compromise - the latter is no evidence whatever in any case - in the words of Lord Mansfield "a man may be permitted to buy his peace without prejudicing his cause"

13 - The confession of material facts by one of the parties at himself during a treaty of compromise is good evidence - & the law has said that a treaty of compromise is a confidential matter entirely, it being a groundless doctrine -

14 - A party may also make an admission of himself by his conduct, & they are very often conclusive - thus, if a person acts as a thief, his conduct is that of a thief, he will not be allowed to show that he was not lawfully an thief -

15 - Upon the same principle, if a man lives with a woman as his wife, he may become liable upon her contract, or be held out to the world as his lawful wife -

16 - The mortgagee in possession cannot prove that the mortgagor has no interest in the premises -

Assumption 17 - Next of presumptive Evidence - presumption in the law

Evidence of Evidence is an inference from certain facts from admission of the existence of other facts of which there is no contrary proof. Or in other words, Evidence, which may be true consistently with the non-existence of the fact which it concludes to prove, is presumptive, as contra-distinguished from direct —

Prop. 6.

18- Presumption of this kind may always be rebutted:—long, uninterrupted enjoyment of a franchise or right after long presumptive evidence of a legal claim to its enjoyment the rule is intended to give a quietus to such possession —

Comp. 103.
1 St. Rep. 344.
6 East 208.

19- In modern times this rule has been very much extended. As no Stat. of Limitations can apply to an incorporeal right, the Courts in analogy to the Stat. will not allow a long, unbroken enjoyment of any franchise, to be disturbed —

Comp. 102.
6 East 208.
1550 400.

20- If A. whose claim is under him, have for 20 years possession of the land of B. without interruption, the presumption arising from his enjoyment, is that he has a right to do it, even though no charter or title can be produced —

Comp. 124.
131 R. 552.
Buns 1464.
17 Rep. 270.
Esp. 226.

21- Again, if a bond has been dormant for 20 years, without any proceeding of whatever upon it, the presumption arising, that the bond has been discharged:— and this presumption will be conclusive unless the other party can give sufficient reason to account for the delay:— the reason for the application of this rule to the case in question is, that there is no Stat. of Limitations applicable to bonds.

Evidence

Aug. 180. 1. If however the obligee can prove any recognition of the debt with-

2 Reg. 1370.
Peak 2. 24

in 20 years, it will thus rebut the presumption of payment, as the payt. is not a discharge of the debt. And an acknowledgment of such payment in the

Exp. 2. 226.
Peak 2. 25.
2001

Creditors upon the bond, before the time when the presumption would have arisen, is good evidence of non payment.

2. If a creditor admitted to a debt payable by installments in-

Cour. 103.
13 Reg. 399.

stating the payt. of one installment, the presumption arising that the preceding installments have been discharged; in this case also the presumption may be rebutted.

Cour. 214.
Peak. 24.

3. Where length of time short of the period prescribed by the Stat. of Limit., where the subject-matter is within the Stat. is not sufficient to presume the extinguishment of a debt or duty; for the Stat. is no bar, unless the subject-matter comes in the period of time under its purview.

4. That length of possession is no presumption of the right of title.

2 Reg. 523.

in the case of land: Suppose that A. a feme-sole has been dispossessed by B. for 40 years - it is not sufficient for B. to say that tho A. is within the saving of the Stat. still from the length of his own possession, his right may be presumed to be lost. This would defeat the saving in the Statute.

5. But length of possession together with other evidence, may be sufficient for the jury to presume that the person in possession had title originally, tho that specific title deed has been lost - that is, the circumstantial evidence

Evidence may be so strong, that the Jury are at liberty to presume a legal title -

6 - And documents, which the law does not require to be preserved, may be presumed to have been in existence, where all the other requisites to a good title are complete. Thus, in the sale of Estates by an Ex^r where a previous advertisement is required - if all the other circumstances are well proved the Court will allow the Jury to presume the existence of that document -

3 Mass. 344.
2 Conn. 607.

7 - With regard to corporeal rights however, the Jury must actually believe, what they presume - tho' with regard to incorporeal rights they must find the presumption, which arising from a long possession, whether they believe it or not -

8 - Length of possession alone therefore does not operate as a bar with respect to any corporeal rights - for the Stat^{ut} of dim^{inution} has done all it intended in such cases -

Kinds of EVIDENCE.

OF WRITING

OF RECORDS

Page 848.

Ball. 35.

9 - All evidence is of two kinds - 1. written - 2. unwritten or par-

ol - written is of 3 kinds: - 1. records - 2. public documents, which are not records - 3. private documents as Deeds, Devises &c.

10 - A record is a written memorial of the acts of a State, or a memorial of the judgments & judicial proceedings of the Court, which declare the Law of a State -

11 - A record imports of itself absolute verity - It cannot therefore be contradicted, allowing it to be genuine - If proved, a record is made false by an alteration, which was unauthorized, evidence is allowed to show the alteration -

Evidence 12. But evidence is not admitted to prove the alteration of a record by the Court, or its Officers, when that alteration was intended to make the record correct. — But evidence may be admitted to show that a record produced is a forgery —

100 R. 664
H. 266

23 Mar 950.

13. The fictitious date of writs issued in vacation may be contradicted & the true time of its issuing proved, when it is necessary to be shown for the purposes of justice —

Bul. 225.

14. If all persons have a right of access to records, they cannot be removed from place to place for the accommodation of any individual: — they must ^{be} constantly kept at the place appointed by the law for their custody. — hence they must in general be taken by copy —

Salk 154.

Dorcy 572.

10 R. 291.

15. When a writing of a public nature would itself be evidence if produced, a copy of it only proved, is evidence — but if it would not itself be evidence, a copy of the writing will be no evidence at all — hence the copy of a copy is not good —

10 R. 154.

16. Public acts of the Legislature require no proof of any kind in the State in which they were passed: — hence the original record

10 R. 226.

10 R. 222.

of such act is never produced — the Stat. is only recd in order to refresh the memory of the Judge —

17. But private Stat. in the other hand, not being a branch of the Law of the Land, are not supposed to be known even to the Judges, they must therefore be proved like any other documents of title —

10 R. 126.

10 R. 222.

272-
Evidence 18. The printed Stat. being one no evidence of a private Stat.

7 Stat. 153. It must be proved by a copy. - if however the signature

Book 226.
Book 227.
note
declaring that a Stat. in its name private, shall be deemed

public the Stat. need not be proved -

(copies of records) 19. Copies of the records of Courts of justice are certified by
7 Stat.
U.S. 153.
the Clerk of the Court: and copies of Statutes are certified by
the Secretary of State: - in the first case, not authenticated by
the seal of the Court: in the latter, by the seal of the State -

20. Copies of the records of a Court duly authenticated are
Book 229.
1 Stat. 146.
called by simplification: - and the seal of the Court of any
one State are supposed to be judicially known in every other
State -

21. The same rule holds as to what is known of the national
4 Stat. 416.
Book 229.
2 Stat. 187.
seal of a foreign Country: - the great seal of England is here
no evidence of itself -

22. But the seal of a foreign Municipal Court is not judicially
5 Stat. 473.
3 Stat. 316.
Book 229.
known: - it is to be proved like any other fact: - this
Statute is a rule of international law: - the seal of foreign
Courts of Admiralty, are however judicially known -

23. By the law of Congress, if an exemplification is taken by
7 Stat. 153.
the Clerk of any Court in one of these States, it must in order to
be evidence in another State be accompanied by the Certificate
of the Chief or Presiding Justice - of the Governor - or the Secy of
State, or the Chancellor that it is duly attested by the proper Officer -

Evidence cannot be traversed - as in the action of ejectment - where the
Dec. 230.
2 Bul. 78. Plaintiff says: "In execution the Def. cannot please 'Hail
 the record', for the Jff. has set forth nothing -

6 - Office Copies are only granted by an Officer of Law - appoint-
Bul. 229.
Peak 37.
Rec. 23. ed for that purpose - they are verified only by the Certificate of
 that Officer - of this description are the Certificates of County
 Clerks - Clerks of Assize - Officers, &c. -

7 - But such public writings are provable by sworn copies
 as well as by office copies -

8 - It can be clearly shown that a record once existing has
West. 257.
1 Bul. 285.
Dec. 228. been destroyed by casualty or lost - on proof of inference a second-
 ary evidence is admitted to prove its contents, where how-

2 Bins. 72.
Peak 30. ever the record was recd. the Court may order a new one
 made out -

9 - Generally any copy of a record, made in violation of the Statute
4 Geo. 25.
Bul. 227. is void of the whole record must be a substituted part for a
 single page in a record or a Deem may by itself bear a differ-
 ent construction from what it bore in connection with the
 Court's - "Notitia Socii" is the maxim -

For Mag. w. h. m.
a Record is Ev. 11. 10 - An inquiry is for Mag. w. h. m. the record in a plea

4 Geo. 112.
M. 24.
Peak 38. civil suit, is evidence: - in general, a verdict or judgment in a
 civil suit is only evidence as to the parties or parties to the
 plea: - as to others it is a matter of "public policy" -

11 - The facts of a plea - known to the Law are some - 1. Plea

Violence in blood:— as that which exists between an ancestor & an heir
 Cod. 382.
 3 Part 353. i.e. — a judgment therefore against the ancestor is conclusive agt.
 the heir provided it was conclusive agt. the ancestor as the heir
 claims under him —

12. II. Unity of Estate. — as that which exists between grantor &
 8 Grantee, before & after — a particular tenant & remainderman, be-
 6 Co. 2. 81.
 3 Part 22.
 3 Part 29. lie on joint — tenancy & co-ownership — & different remaindermen,
 claiming under the same Seed: the grantee therefore can-
 not have any estate, which his grantor had not —

13. III. Unity in Law. — this exists between a feudal Lord &
 6 Co. 2. 352.
 3 Part 377. his tenant — this unity also exists between a tenant by the
 Countess & the heir at Law by the deceased wife — so also, it ex-
 ists between a tenant in dower & the heir at Law —

14. IV. Unity in representation — this exists between a deceased
 4 Co. 123. testator & his Executor — an intestate & his Adminr. — any writing —
 record, &c. which would operate agt. the testator or intestate
 will therefore have the same effect agt. the Exr. or Adminr. —

Judgement 15. — It is an established rule, that the judgment of a Court of Com-
 6 Co. 2. 81.
 2 Part 167.
 2 Part 169.
 2 Part 174. mon law, in relation directly to a point, which comes af-
 fecting in question, is conclusive upon the parties & their
 privies: — this is founded on the maxim — Inter est reipublicae,
 ut sit finis litium —

16. — since when final judgment has been given in a suit by a com-
 petent Court, the judgment can be called in question only by the

276-
Evidence course of law that is, by some method of review for the cause

Peak 236. is not finished till the proceedings on a review are ended -

17- If then A. has recovered judgment against B. B. can never bring
Peak 275a
Week 56. a second action against A. to recover back the amount of the

judgment - Nor if A. has been defeated in his action: can he bring
an action founded on the same subject-matter -

18- This rule however supposes that the suit has been de-
3. vol. 304-
2. vol. 827-
3. vol. 276-
termined on its merits - for if a prior judgment has been given
on a dilatory plea, the Plaintiff is not precluded from bringing
a subsequent action - the right in such case has not been
decided -

19- As it is generally the effect of the Plaintiff's judgment upon the
merits, the effect of the Plaintiff's judgment is not only from bringing the same
action again, but from maintaining a concurrent action: as
in cases where trover & trespass are concurrent -

20- This bar founded on matter of estoppel arising from a
Peak 234. prior judgment must in general be specially pleaded - but
in the action of assumpsit it may either be specially pleaded
or given in evidence under the general issue -

21- If the first action was discontinued or failed for want
of an operative allegation, which is to appear in the second
action, a second action may be had - for in such case
Peak 273. the merits of the cause have not been determined by
the first action -

Evidence 22 - And again, a judgment on the M.H. is conclusive of the right of the case, as to the Debt. This principle holds equally whether the first recovery was by final judgment by demurrer to the Pleading, by Confession, or by Default -

7 Rep. 869.
Blac. 233.
Peck 234.

23 - Hence the Debt cannot in such case recover back the amount recovered on the former judgment, in any action whatever, tho' it is stated to the Court ^{be} appeared that the possessor of the most unquestionable evidence, that the former recovery was in fact - neither can he impeach that judgment by a subsequent action, altho' it was obtained by fraud in the M.H. -

Peck 235.
3 B. 75.
7 Rep. 269.
4 W. 114.

24 - A party being sued on a debt pays it - pleads it - tho' denying at the same time that it is a fair demand & insisting that he means to recover it back - still he never can have a subsequent action for its recovery, even tho' there has been no judgment - the reason is, that he paid the money voluntarily - where the maxim "volenti non fit injuria" must apply -

1 B. 127.
2 H. 546.
Peck 235.

25 - There is a single case in the books, which as many understand it, containing the doctrine that a Debt can recover back what has previously been recovered of him - this is the celebrated case of Mores & N. Garland - the case is as follows: - M^r Garland owed money to a Court - & continued to recover of him there in breach of an agreement in writing - Mores paid the money & brought an action in the C. R. to recover back the money. & did recover

2 B. 1009.
2 H. 546.
23 Rep. 269.
Peck 235.

Evidence it - for the Kings Bench held that the Court of Conscience was not competent to try the cause & that they could not take notice of the defence - this being the case, the decision was correct - (See the opinion of Cyre C.J. 2 H. Bl. 414 - Inf. Hunt. C. 3 John. 169.) -

Sept. 1st - Lf the 77th, having recovered indy^t for a dist. in which he at-
tempted to recover for all the items, but only recovered a part.
He is precluded even after from recovering the residue -

1. 2440
1. 2441
1. 2442

He is not in an action, he can be in a second action, & he is a
winner for those things, which require not a thought to prove. Thus,
if U. brings an action to recover different items & he comes only a
part, but attempts to recover for the whole, he cannot maintain
a second action for the residue.

2. But in the application of the general rule, there are no in-
differences, there is one respect difference between
real persons and actions:—all persons acting are of equal force,
a bar in any one of them, excludes the Mass from bringing any other
action for the same Cause—

2) - In real acting on the other hand, there is varying degree of, Hall
of them are deemed right & true personal - Hence it follows that
a, indolent, in a personal action is so far from a real action in the same
course, with the same P. of right the same Ex. of the same theory
in one real action & true to another -

the 2^d reason why a private & individual action is not in fact the
-representational action for the same cause, is that the pick of the action

2. 20. 1. 2. 58.
 4. 30. 11. 5.
 2. 20. 1. 2. 36.

Evidence is much different. Thus, if d. brings Testimony, e.g. apt 183.
a product of him, & is due to a subsequent action of Depression.
The one is not for damages merely, the other is not to the title.
And any piece of fact is distinctly put in issue, & found, even
in a previous action, the verdict implying that each one way or
the other is conclusiveness to that fact between the parties & their
privies. Thus, suppose that in Thorp's the Debt pleads title
in himself by giving colour, alleging that John Stiles died seized
in fee & he derived title from him. The Plf. moves for a Verdict.
The Jury find in fee & the Jury give the fact that he did die seized
in fee. Now if this question is not in issue again between
the parties or their privies, the verdict is forever conclusive.

3 East 366.
366 348.

C. It is said that to make a verdict in a former suit conclusive

19th Nov. 43.
10th Dec. 37.
2 John 24th

as to any point in a subsequent suit, it must appear from
the first record that the point was directly in issue in the first
suit. But the rule is not down in correctness, because it cannot ap-
pear that the cause of action is the same from the record merely.
and it is always necessary that there should be an agreement on
the part of the Def't that the cause of action is the same in both
suits.

Dec. 185.
4 Dec. 11.

J. The true rule is this:—whether a given point of the same na-
ture, was in issue in the first suit, must appear from the former
record. But whether the identical subject-matter is in issue in
the second must be decided on the facts.

Principle 8 - Another criterion given to assist in the identity of the subject matter is, that if it appears from the record that the same evidence which will support the second, would have supported the first, the identity is proved: - but, altho the same evidence would support both they may still be different: - so that the rule is not conclusive: -

2 Salk. 30.
2 Wils. 308.

9 - A prior judgment between the same parties is conclusive, as well
 Bull. 232.
 Wils. 308. when the point decided by it comes in issue incidentally, as when it forms the gist of the action. - Thus in an action on a policy of insurance, with warranty that the ship is neutral, a prior sentence in Admiralty condemning the ship as belligerent, is conclusive in the other action on the policy -

8 S. Rep. 176.
2 East. 268.
7 Wils. 323.

10 - But a judgment is no evidence of any matter whatever, which only came in question collaterally in the first suit. - Thus, two judgments have been given on two ships - when the first is sued upon the question of neutrality is disproved as before - now when the second policy is sued upon the second ship must in the same manner be presumed not neutral: -

11 - And the judgment of a Court only upon a point only incidentally cognizable by that Court is not conclusive -

12 - Again, the judgment in a prior suit is never conclusive as to any fact or point which is directly inferable by argument from the former suit: - thus, if A. has recovered judgment on a bond, and afterwards sues him on another bond of the same date, to which B. is jointly liable, A. cannot insist that the defence cannot be

Wils. 248.

vidence may, as he has already recovered judgment against him on a bond of the same date, to which he did not plead in abeyance - for possibly B. might have waived his privilege in the prior action -
 13 - A prior judgment regarding of the general issue is in no case conclusive - it is in strictness no evidence at all in a subsequent suit, unless the cause of action is the same in both cases, even tho' the right or transaction out of which the second suit arises is the same -

14 - Hence a prior judgment on the general issue for a nuisance will not be conclusive evidence in a subsequent suit against the same party for a continuation of the nuisance - for tho' both arising from the breach of the same nuisance, the cause of action is different -

15 - An also a prior judgment on the general issue for a disturbance of a right of way, will not conclude either party from a subsequent action for the repetition of the disturbance - in such case however, the verdict may be evidence, tho' it will not be conclusive - for it is said that the verdict of a former jury is very far from being evidence to a second jury -

16 - The same rule holds in successive actions of Ejectment because in the same parties - one judgment in ejectment is hence conclusive as to a subsequent action - if A. sues B. & does not recover he may afterwards bring another action for the same land - tho' B. may give the verdict in the second action -

See 232.
 1. Inst. 365.
 2. Inst. 2. 37.
 3. Inst. 308.

Evidence - The action of Ejectment is in this respect "in rem" - in
 Rem. 12. All other actions are in rem. In the same cause between the same
 parties is conclusive of the right -

18. The reason of this, is probably that the English ejectment is only
 a string of legal fictions - in every new action, the Plff. may
 make a new fictitious lease, a new lessee, & a new causal title
 or he may say the Ejectment when he pleads is that the prior
 record can never make an effective estoppel -

19. But if the title, or any fact decisive of the right in ques-
 tion was distinctly put in issue & found by the Jury on the prior
 suit, the verdict finding that fact would be conclusive in
 the second, tho' the two causes of action are different. - Thus, in
 an action for a disturbance of a right of way, if the case termina-
 ted in a special issue, which decides the question of title, & the
 issue is found for the Deft. & the Plff. afterwards
 brings an action for the continuance of the disturbance, the former
 verdict is conclusive agt. the Plff. -

20. And also if A. sues in disseizin as heir at Law to John Stiles &
 the pleadings terminate in an issue whether A. is the legitimate son of
 J. S. & that issue is found for the Deft. - and afterwards A. brings an-
 other action of disseizin for another piece of Land, claiming again
 as heir, the pleadings terminating as before, in the question of legit-
 imacy, the former verdict is conclusive for as to this point it has been
 distinctly decided, as appears from the record of the House of Commons -

Evidence

11- Thus if A, a living in & title to a realty be covering in Eject-
-ment, may give the verdict in evidence. In this case I am
ag't. the same adverse party, yet if the verdict had been
for the adverse party, it could not have been given in evi-
-dence ag't. A. the living in Estate.

2 May 30.

12- When one person sues for his own benefit the name of
the party is a title, as early to a title, the verdict may be evidence for
or ag't. the former party. Such is the case in Succession of
-estates, but for the same land in the same person.

Prob. 40.
May 2, 31.

13- Upon the same principle, a verdict in an action of
-assault ag't. B. who is entitled as servant of John T. is conclu-
-sive in an action ag't. D. another servant of J.T. who is
-justified in the same manner.

2 May 31.
Prob. 40.

14- When the point in dispute is a question of public right
a verdict giving or disapproving the right in question
will be evidence as to that right between the parties subse-
-quently suing on that right.

14

15- Thus if in a suit between two parties the question being
-upon the point whether a city has a right to lay taxes, a
-verdict giving that right, the verdict, will be evidence ag't.
-between all subsequent parties, when the same point may
-be in issue. In no case of this kind, however will the ver-
-dict be conclusive.

2 May 31.
Prob. 40.

16- Again the doctrine of the Court when the proceeding is

idine

1802.

Let us see what will be the ordinary law in juris-
diction over a wife - and in another case, the Court held the
Wife not conclusive, for the reason that it was not
used in the Court -

1802.

Let us see in 1802 - in a similar question, where a wife was
produced, and the Court held that a wife was
not conclusive evidence in any case - if the husband is con-
sidered a wife, the Court is settled that in a criminal
case, the granting of a wife is not conclusive. -

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Notes

Definition

"Alumner, 1812"

Sept. 6. - It is one of the most important principles in the law of England -
 302. 188. - an action of Trespass on the case, that is to say, an action in
 1820. 223. 7 - the case of a simple contract is the subject of the law -

to origin

2 - The action is known from the time of the Norman Conquest - in
 1820. 223. 7 - it is known to the Com. Law - Debt. Cont. action known to the Com. Law -
 - since the only action of account known to the Com. Law -
 3 - in some times there is a distinction in this country between an ac-
 - tion on the case & an action of Trespass on the case - but this is a
 - distinction unknown to the Com. Law of England - there is in fact
 - no such distinction, it is but a matter of practice

in Cont

4 - All contracts, not under seal, reduced to writing & signed
 1820. 223. 7 - by the parties, whether the form of them may be in a written in-
 - strument or not, are contracts, but evidence of a verbal contract.
 - There is one of these instruments, for it is never called the con-
 - dition of an action - but it is an action to enforce the
 - same - the contract is called of exchange & promissory negotiable notes -
 2 - in some cases there is a difference between verbal & written con-
 - tracts, the latter being of a higher nature than the former - this
 - distinction has been the subject of discussion in this country, & in
 - all the countries of the world - the law is now settled in this country, & in
 - all the other countries, in relation to the law of England -

1820. 223. 7
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 1820. 223. 7

Indebitatus
Assumpsit

4 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

Case of the Acton.

10 - If a debt is due to a person, this action lies in the first place to recover the money paid by mistake - do, where a person is indebted to another, and the debt is due to him, he may recover the money paid by mistake in this action.

18 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

11 - The ground of the action here is, that the debt is due to the plaintiff, and the defendant has paid the money to the plaintiff by mistake. A contract in the case of a debt is not necessary, but it may be complete to recover in this action -

12 - Again, if money is paid by mistake to a wrong person it may be recovered back in this action - Thus B. is appointed C. to d. S. under a power, and a debt to C. to d. S. pays money to him as B. he may recover it back in this action -

18 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

13 - If money has been paid by an insurer of a ship on the supposition that she has been lost at sea & she afterwards arrives, the insurance money may be recovered back in this action.

18 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

14 - So if an insurer pays money on an insurance containing a warranty, & afterwards it appears that the warranty has not been complied with, he may recover back the money he has paid in this action.

18 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

15 - So if one pays money on the supposition that he is insolvent, & afterwards he is not, he may recover it back in this action -

18 B. 114.

S. 1. 2. 3.

18 B. 88.

18 B. 86.

18 B. 85.

D. 1. 6. 3.

16 - If a man having a wife alive marries again under the pretence of being single & receives money in the right of his second wife she may recover

Journalist

it back in this action -

23- If in adjusting an account the party is mistaken in the computation & sets the higher balance than is due the debtor pays it, he may recover back the excess -

24- But where the mistake is only in point of law, a claim or debt cannot be founded on it -

25- Hard money which has been paid, under a mere rule of Court cannot be recovered back, as having been paid by mistake, tho' it should appear afterwards that there was a mistake, for this would be interfering the record -

26- The party in this case must apply for remedy to the same Court & rectify it in a summary way -

27- If money has been paid by an acceptor on a forged bill of exchange, to a bona fide holder it cannot be recovered back - this rule holds in favor of a bona fide holder only -

28- If money is paid which is due to another person, but the payment is made by mistake, the party may recover it back, but this is only in cases where the payment is made by mistake, and not where it is made by mistake of law -

29- If a party is deceived by a demand, and pays it, he may recover it back, but this is only in cases where the payment is made by mistake, and not where it is made by mistake of law -

7. 85.
38. 5.
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31-11-18. I. in garden & willow woods & various places in valley.

22-62.
3-1-93.
2-17
N.Y. Ed.

22nd. In the morning we were surprised by a heavy rain, the water-

Page 50.
109.
3. 20. 10.

§ 2. IV. In the party, the following were present:

212 + 87.
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Jan 27.
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The money is paid to him as a
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 pay principal: - for here the agent is to honestly & being known
 to the agent he is bound to diminish the same. It may be
 possible to make a loan upon the promise to pay the
 principal.

if sumptuous

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2. 1. - ... received ...

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... not ...

3. - Whenever an agent duly authorized receives money for a

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principal which cannot be paid ...

... the principal -

2. - ...

Summary -

... not in a want of value in the consideration not in the sec-
-iving the thing. - if paid as a Consideration -

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Section 3 - This act is in essence, for the recovery of money, as paid in advance
 23 May 100. for a deed, and the recovery of the contract is in effect - for the
 the money paid - is the consideration of the deed and H. S. 1881 is
 delivered at the same time. the remedy is the same as the debt
 2998 & not in judgment to recover back the money -

7 - There is one case where an action for money had received.
 1 Fall 428. was maintained for money paid and paid at the time the
 deed was delivered -

10 - Again where one retains the money to another for any act
 to be done by the latter, if the latter at any time disables him-
 self to perform the act, this will entitle the party paying
 the money to recover it back immediately - tho the time for
 the performance of the act has not arrived. (See "Contract") -

11 - Where one has been paid in advance for the purchase of a

24 Feb 268. a. etc. in an agreement of the party paying, regarding the contract in
 24 Feb 2. 11. Fall 428.

deed, and the party is a party to the deed, the party receiving, he
 may recover back the money & such expenses as he has incurred in
 preparing a conveyance -

12 - Thirdly - This action lies to recover back money paid under
 a void authority, as money had received -

13 - Thus, if A. being indebted to B. S. gives a power of attorney
 to himself to collect the debt & receives the money under this

131 Apr 19. 24 Feb 2. 7. 24 Feb 12) over the party paying has this remedy alone - And further, if
 S. S. on this forged authority brings an action in the name of the

Account, 2c - Finally, I have a judgment - as to the money. I am, however
in a better position to judge, than I have received -

8. Rich. 5
 H 56. 74.
 S 1. 14.
 S 1. 14.
 S 1. 14.
S 6.
 S 1. 14.

29 Feb. 187.
H St. 44
S. 17-4
S. 17-4
S. 66
S. 17-4
not a

The Court held that the money having been paid from a Court of competent jurisdiction, it was lawfully paid & could not be recovered back.

3 Sep. 1. 5.

Sept. 15. Nearly, the whole of the day, the heavy rain
midnight however on Oct. 1 -

O - & I. goes a horse & L. H. to him & I to recover a debt
 of \$5.34.
 from M. H.
 58th St. 127.
 2 May, 1882.

umpire, must, in the first instance, be made a party to the

20th. 9. 57.
21st. 3. 4. 57.
22nd. 1. 4.

near & it of the nature of the case, and the law, in the case, is, pro-

in the case, the law is

1st - In the same principle, a bankrupt, who has been

23rd. 9. 71.

24th. 2. 5. 71. in the case, the law is, and the law is, in the case, is, pro-

25th. 1. 4.

26th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

27th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

28th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

29th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

30th. 1. 4. 71.

31st. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

32nd. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

33rd. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

34th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

35th. 1. 4. 71.

36th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

37th. 1. 4. 71.

38th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

39th. 1. 4. 71.

40th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

41st. 1. 4. 71.

42nd. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

43rd. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

44th. 1. 4. 71.

45th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

46th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

47th. 1. 4. 71.

48th. 1. 4. 71. in the case, the law is, and the law is, in the case, is, pro-

316.
 10/11/1811
 10/11/1811
 10/11/1811

...in the ... back -

20- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

21- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

22- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

23- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

24- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

25- Money paid in a judgment after a verdict in favor of the plaintiff. It is the usual practice to award costs to the plaintiff. In several cases awarded to the plaintiff in the judgment -

Apostrophe

shall go on in office in 21. Any time before the office is procured, I may recover back the money, but not after for then the act is done is illegal -

8th Dec 19.

5th Dec 22.

8th Dec 22.

11th Dec 22.

2nd Dec 22.

1st Dec 22.

32- With regard to a claimant who has been paid over to the winner after the event, with the consent of the loser, the winner cannot be compelled to pay it back to the loser -

4th Dec 22.

1st Dec 22.

33- It has been held in N. York that this last case, viz. the money had been paid without the consent of the loser after the event -

5th Dec 22.

8th Dec 22.

11th Dec 22.

14th Dec 22.

17th Dec 22.

20th Dec 22.

34- That if the state holder, has paid over to the winner after having been prohibited by the law of the state not to do so, he is liable to pay the money back to the loser - It is this because the law of the state is not binding on the loser -

35- The case in 4th Dec 22, is referred to this case, viz. I can see that the case is decided down to be incorrect - for the contract is executed & the performance of it illegal -

8th Dec 22.

11th Dec 22.

36- It has been decided in England that money belonging to a loser, may be paid over to a third person, to pay over to the winner. He may therefore in a claim over, recover back -

7th Dec 22.

37- According to the report in 8th Dec 22, money paid up by one of the parties to the other may be recovered back, to the loser, if paid -

Sum. 133.
Sta. 747.
2 R. 690.
Salk. 130.
Calk R. 182.
P. 2 5.

fees of an Attorney or a Commissioner appointed to take a deposition -

3 Den. 1408.
101 R. 413.
205 R. 764.
S. 2 2 5.
Ed. 30

5 - To win. This action lies to recover money advanced & allowed as prescribed or for the discharge of any duty imposed. ^{Saw} re.
Saw - Thus if a company are obliged to support a bridge & are allowed the toll, this action lies to recover the toll - these are cases in which special appt. lies.

1 Sm. 393.
P. 2 102.
4 Ed. 313.

6 - Another form of this action is for money paid, laid out or expended: - There it is a rule that if one has laid out money for the use of another at the latter's request, direct express or implied, it may be recovered in this action - the principle is, that the Law implies a promise of repayment, to him who has paid out the money - Thus if A. at B.'s request pays B.'s debt - A may recover of B. the money thus paid -

2 W. 969.
1 Mag. 139.
S. 2 10.
N. 4 Ed. 31.

7 - This action lies tho. the contract on which the money was paid was illegal - for A, as in the case above, is a stranger to that transaction - he is in fact a lender of the money to B. & is one who is removed from illegality.

3 W. 225.
2 R. 194.
2 W. 280.
8 Ed. 186.

8 - If one of two joint-debtors pays the whole debt, he may recover the money from his co-debtor -

1 W. 186.

9 - There is never a joining between joint tortfeasers - as if two join in committing a tort by agreement it is considered as a tort, & each is liable for the whole, he cannot recover the money from the other -

Windsor, N. Y. - I am glad to hear that you are well. I have been
 very busy lately, but I have managed to find some time to write to you.
 I hope you are all well and happy.

8 1/2 1/2 1/2
 1 1/2 1/2 1/2
 1 1/2 1/2 1/2

I have been thinking of you very much lately, and I hope you are all well and happy.
 I have been very busy lately, but I have managed to find some time to write to you.

8 1/2 1/2 1/2
 1 1/2 1/2 1/2
 1 1/2 1/2 1/2

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8 1/2 1/2 1/2
 1 1/2 1/2 1/2
 1 1/2 1/2 1/2

I have been thinking of you very much lately, and I hope you are all well and happy.
 I have been very busy lately, but I have managed to find some time to write to you.

Sumpter

... in the same way ...

1st - When a person ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

... the ... of the ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

2nd - When one of the parties ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

3rd - When one of the parties ...

4th - When one of the parties ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

5th - When one of the parties ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

6th - When one of the parties ...

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

7th - When one of the parties ...

8th - When one of the parties ...

Thompson 20 - If there is any other condition as to the goods being sold, the condition is disaffirmative of the contract - but if the condition is in the contract, the goods go to the vendee on the condition he pays the principal, unless the condition requires a bid on him, in which case it must be paid by the vendee -

21 - In a contract of sale if the price is paid & the vendee may

not deliver the articles according to contract, the vendee may recover in action the money paid, as if he had paid a deposit -
 22 - If a vendee gives a credit in goods sold, he can not in general recover in action for the price, but if the term of credit has expired - for he is bound by the term of the contract, to wait until that time expires -

23 - When a vendee gives a credit in goods sold, he can not in general recover in action for the price, but if the term of credit has expired - for he is bound by the term of the contract, to wait until that time expires -

24 - Where a credit is obtained by fraud, the vendee

may sue immediately, without waiting the fraud - as if he had obtained a credit -
 25 - Where a credit is obtained by fraud, the vendee may sue immediately, without waiting the fraud - as if he had obtained a credit -

26 - Where a credit is obtained by fraud, the vendee may sue immediately, without waiting the fraud - as if he had obtained a credit -
 27 - Where a credit is obtained by fraud, the vendee may sue immediately, without waiting the fraud - as if he had obtained a credit -
 28 - Where a credit is obtained by fraud, the vendee may sue immediately, without waiting the fraud - as if he had obtained a credit -

Feb.

He. m. p. in

Ostr. gers.

1. The first of the series is a very small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

2. The second of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

3. The third of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

He. m. p. in

1. The first of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

2. The second of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

3. The third of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

4. The fourth of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

5. The fifth of the series is a small, thin, and fragile shell, which is found in the same stratum as the other two. It is very similar to the one found in the same stratum at the same place, but is much smaller and thinner.

insert -

1877, 1878
1879, 1880
1881, 1882

The first of these is a contract for the purchase of land from the State of New York, and the second is a contract for the purchase of land from the State of New York.

The first of these is a contract for the purchase of land from the State of New York, and the second is a contract for the purchase of land from the State of New York.

1883-4
1884-5
1885-6
1886-7
1887-8

The first of these is a contract for the purchase of land from the State of New York, and the second is a contract for the purchase of land from the State of New York.

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The first of these is a contract for the purchase of land from the State of New York, and the second is a contract for the purchase of land from the State of New York.

1889
1890
1891

The first of these is a contract for the purchase of land from the State of New York, and the second is a contract for the purchase of land from the State of New York.

Amesbury

20th 10/12

26th 18/15, after C. & D. - 1. Some goods & chattels used by the State of Vermont.

It cannot be recovered in the manner -

25 - Where a contract is made for a quantity of goods, the owner

26th 18/15

not being the owner of the goods, the goods are not

subject to it

27 - And in the case of goods, the owner of the goods

26th 18/15

is not liable for the goods, the owner of the goods

26th 18/15

could not recover back the price of the goods in this case -

26th 18/15

the doctrine is however lately decided - the goods are not

26th 18/15

28 - This action for money had & received lies only for money

26th 18/15

tristly so called - it will not lie for stock in the public

26th 18/15

funds, or for bank notes - it is an action for the recovery

26th 18/15

of money belonging to the plaintiff, or the money

26th 18/15

of another

29 - Where the party has agreed to receive a certain quan-

26th 18/15

ty of goods at a certain time, he is not bound to receive

26th 18/15

them, he cannot recover for his property which he

26th 18/15

has received - nor can he recover it all after the time

26th 18/15

has expired, unless he can show that he has received a part

26th 18/15

of the whole -

30 - Where goods are purchased by sample, if the goods are

26th 18/15

not equal to the sample in quality, the purchaser is not bound to

26th 18/15

receive them or pay for them - If the goods have been de-

26th 18/15

Plaintiff

12-18-14
S. 140.

When the money paid for them, the number may be
increasing the quality, & come back the money, & the money
to them was no longer in the money.

The Pleadings
and Evidence.

Aug. 14
12-18-14
S. 140.
2-1-14
2-1-14

On the part of
the Plaintiff -

1. The Pleadings in this action & the evidence -

2. The right of action grows out of a special agreement in 1774

3. The action is a special agreement, for the plaintiff is

under 21 & would not be a Defendant.

4. The law has been much different of opinion whether

12-18-14

S. 140.

12-18-14

12-18-14

12-18-14

5. The Court is especially on an express promise & gene-

6. The Court is especially on an implied promise in the same transaction - It is

undoubtedly that the law -

7. The law is on a bill of exchange, & is the universal prac-

8. The law is on the bill of exchange, & is the universal prac-

9. The law is on the bill of exchange, & is the universal prac-

10. The law is on the bill of exchange, & is the universal prac-

11. The law is on the bill of exchange, & is the universal prac-

12. The law is on the bill of exchange, & is the universal prac-

13. The law is on the bill of exchange, & is the universal prac-

14. The law is on the bill of exchange, & is the universal prac-

15. The law is on the bill of exchange, & is the universal prac-

16. The law is on the bill of exchange, & is the universal prac-

17. The law is on the bill of exchange, & is the universal prac-

18. The law is on the bill of exchange, & is the universal prac-

19. The law is on the bill of exchange, & is the universal prac-

20. The law is on the bill of exchange, & is the universal prac-

Yonkers

The first rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

2. The second rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

3. The third rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

4. The fourth rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

5. The fifth rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

6. The sixth rule is also to be the same, even full performance
of the same is not to be the same, even full performance
is not to be the same, even full performance

Journal

1st - When the

56. 109.
8 108.
10 108.
2 108.
4 108.
10 108.

... ..
... ..
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3 - The
... ..
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56. 140.
10 140.

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56. 141.
10 141.
10 141.
10 141.

2nd - The
... ..
... ..
... ..
... ..
... ..
... ..

Depart
the Deft.
Issue.

2nd - If the
... ..
... ..
... ..
... ..

Proposed

30- But the law... within the State.

40- Again the law... account before...

3d 14th 77.
109.
100.
100.
100.
100.

...the State... the account...

2d 18th 77.

...the State... the account...

100.
100.
100.
100.
100.
100.

...the State... the account...

7th 18th 77.

...the State... the account...

100.
100.
100.
100.
100.

...the State... the account...

1883
2nd 883
1st 25
3rd 166
3rd 151
3rd 152

1 - That the same person shall be liable within the year
to pay for the debt or unless the debt be paid in -

10th 194
11th 245
12th 156

2 - That the 1st of the year shall be liable within the year
to pay for the debt or unless the debt be paid in -

13th 150
14th 107
15th 111
16th 186

3 - That there is another case concerning which there has been
much doubt - suppose a Tutor dies before the 1st of the year
and his son is liable for the debt or unless the debt be paid in -

17th 836
18th 111
19th 111
20th 111
21st 111
22nd 111

4 - That is a thing in the 1st of the year - the right of the
creditor to sue for the debt or unless the debt be paid in -

23rd 1181
24th 111

5 - It is to be remembered that the provision of the Stat.
does not extend to the 1st of the year - it extends only to the 1st of the
year and has been held accordingly that the right to sue
is not lost -

25th 1181
26th 111
27th 111

6 - In the 1st of the year there is a similar case by the Stat. & the
creditor to sue for the debt or unless the debt be paid in -

28th 1181
29th 111
30th 111

7 - In the 1st of the year there is a similar case by the Stat. & the
creditor to sue for the debt or unless the debt be paid in -

Am. cit.

458 p. 516
Ep. 3 149.
H. 22. 284

1 - Under the saving of the Stat. of James I. where there
one joint creditors if one of them is within King, the absence
of the other does not prevent the Stat. from attaching for
is one man in the name of the whole -

3. 20145.
2. 263.

10 - This Stat. of Credit not only binds signers abroad but to
our own Citizens -

1845. 5. 26.
1. 263.
1. 26. 134.

11 - Under the Stat. of James I. the N York Stat. which contain
savings in case of the Debtors absence beyond seas, it being
well settled since that his return takes the case out of
the Stat. from that time: - There is in Mass. a Stat. similar
to the Stat. of James -

1. 263.
Ep. 3. 236.

12 - Under the Stat. which he back as to remove the creditor
of a foreigner to sue, it does not take the case out of
the Stat.

1. 263.
1. 260.
1. 218.
1. 287.

13 - In the application of the Stat. of Limitation the Ex p.
the rule of decision took the Ex p. contrasting: - the
only the timing the right of action

1. 263.
1. 287.

14 - Under the promise is to pay money on demand, Stat.
from the time of making the promise, for then the
right of action attaches immediately - But where the promise
is to deliver a specific article, the Stat. does not attach in -
the demand

2. 263.
1. 263.
1. 263.
1. 263.

15 - The Stat. does not destroy the debt but the remedy only
for a time promise to pay before, or after the six years, have

2d. 182
1st. 182
C. 182
182

Chapter. takes the case out of the Stat. turning the case -

18. 1835
1848
182. 188.

18 - The 2^d principle also in is a rule in equity, that if a debtor makes a devise of his estate, & charges it with the payment of his debt, this takes the debt which he owes out of the Statute -

18. 182
1848
182. 188.

18 - A new conditional promise will take the case out of the Stat. if the condition is complied with

18. 182
1848
182. 188.

18 - Again, where a debtor promises to pay when he should be able to do so, & the creditor proves that he was able this promise is not a bar to him

18. 182
1848
182. 188.

18 - But where the original promise was made to the executor, & the testator's promise to the executor, this will not support the action if non est in ex executor's pleader

18. 182
1848
182. 188.

20 - Not only a new promise, but any acknowledgment of the debt within six years before the action brought will take the case out of the Stat. - The acknowledgment till the promise to have been considered as a promise but is evidence of it, but the later decision is in favor of the Statute -

18. 182
1848
182. 188.

21 - This has been settled by the Statute - acknowledging a debt within six years before the action brought will take the case out of the Statute -

22 - Again it is settled, that the acknowledgment of a debt to a third person takes the case out of the Statute - This goes to

1842
Est. 187.
2d Est. 599.
1st Est. 191.
 The principle, that if there is any evidence of a former debt coming from the debt it takes the case out of the Stat. then decisions are in effect a repeal of the Stat.

Gill. 2178.
2d Est. 152.
4th Est. 599.
 23 - It appears also, that an acknowledgment by the debtor within a year to pay takes the case out of the Stat.

2d Est. 11.
3d Est. 193.
 24 - Where the debt offered to pay 2/6 on the £. for what he owed it was held that this took the case out of the Stat.

4th Est. 604.
2d Est. 599.
3d Est. 290.
 25 - On an action on a bill of exchange of more than six years standing the Debt. wishing to plead the Stat. but being refused there made an affidavit that he had not been asked to pay since the Stat. became law, & this the Court held sufficient to take the case out of the Stat.

1842
Est. 43.
1st Est. 219.
 26 - Past payment of a debt within six years takes the case out of the Stat. for this is an implied acknowledgment -
 - Case 1 - of the Stat.

2d Est. 103.
3d Est. 152.
4th Est. 599.
5th Est. 152.
6th Est. 152.
7th Est. 152.
8th Est. 152.
9th Est. 152.
10th Est. 152.

11th Est. 152.
12th Est. 152.
13th Est. 152.
14th Est. 152.
15th Est. 152.
16th Est. 152.
17th Est. 152.
18th Est. 152.
19th Est. 152.
20th Est. 152.
21st Est. 152.
22nd Est. 152.
23rd Est. 152.
24th Est. 152.
25th Est. 152.
26th Est. 152.
27th Est. 152.
28th Est. 152.
29th Est. 152.
30th Est. 152.
31st Est. 152.
32nd Est. 152.
33rd Est. 152.
34th Est. 152.
35th Est. 152.
36th Est. 152.
37th Est. 152.
38th Est. 152.
39th Est. 152.
40th Est. 152.
41st Est. 152.
42nd Est. 152.
43rd Est. 152.
44th Est. 152.
45th Est. 152.
46th Est. 152.
47th Est. 152.
48th Est. 152.
49th Est. 152.
50th Est. 152.

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24. 3. 30
25. 1. 30
26. 1. 30

1. The usual form of pleading this case is "non assumpsit" or "action non accredit infra sex annos". This method is always safe, but the other is not.

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1. The rule with regard to pleading in this state is, that a party
pleading to an action, must state the facts which constitute the
cause of action.

2. The rule is, that a party pleading to an action, must state the facts which constitute the cause of action, even on request.
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10 - The action is in fact founded on two distinct promises. one to do a certain act on demand & the other to pay a sum of money on demand. - to the latter the Statute is applied in good faith to the first the Statute is not applied. - 12th & 8th rejection rejection - and in this case if the Statute should be pleaded to the whole declaration, the Plaintiff would recover on both counts. - this is an universal rule

11 - Again, the plaintiff deny the promise or accruing of the action within the same number of years mentioned in the Statute as a bar. - in if the Statute is six years & the Defendant pleads non assumpsit in ten years, the plea is bad. for the Statute cannot traverse it but by an affirmative negation. Thus, if the Defendant replies that he has promised within ten years & this fact is proved, it is then consistent with the fact that he has not promised within six years. - the plea cannot therefore be traversed.

2 - Such a plea is ill only on special demurrer, for it is ill only in point of form -

3 - In an action for a continued trespass, of which part is & part is not within the time limited by the Statute if the Statute is pleaded damages can be given only for the part that is, for that part only, committed within the period prescribed by the Statute.

8th Nov. 310.
1 Dec. 493.
Bal. 228-9.

14- Then pleas, tho' sounding like the gen. issue are both
 1833 special pleas, & must conclude with a verification & not
 to the Country -

15- The Def. may divide the time covered in the declara-
 -tion & plead the Stat. as to part of the demand, & some-
 1820. other plea as to the remainder: - as in the case of a continued
 trespass, the Def. may plead the Stat. to all the trespass, ex-
 -cept such & such acts & then make some other answer to
 the remainder: - for if the plea or pleas do not import
 to be an answer to the whole declaration, judgment
 will be rendered agt. him as for want of a plea

16- To this plea the replication may be either general or special.
 That is, the Plff. may reply, 1. that the promise was made, & the
 action did accrue within six years, thus traversing the plea &
 taking issue directly upon it, or 2. he may allege & specify
 the facts & thus take the case out of the Stat. - the general
 replication is the more convenient: the Plff. may more-
 -over make a special replication, which will bring the
 case within some of the savings of the Statute -

17- The Plff. in order to bring himself within the saving of the
 Stat. may in his replication, aver the venue laid in his
 declaration & it will be no variance - it must be done by
 alleging the true venue under a scilicet - Suppose one
 sued in London on a promise made in Paris, & the Def.

lev. 110.
 1846. 662.
 Wils. 27.
 1841. 836.
 Mon. 47.
 31. 2. 68.

12em. 148.
 10mo. 348

Quintus reads the Stat. of Limit^{ns} - Now if the Plff. could not al-
ledge a promise different from that laid in his declara-
tion, the action would be defeated. In this case, the Plff.
may alledge that the promise was made in Paris, to wit.
at London & thus avail himself of the saving -

1. The same principle applies to the time laid in the
declaration; as where by mistake he laid it too far
back - for precedents see margin - the principle of
the rules is, that the day & place are immaterial -

1. 110.
143.
No. 100. 144.
101. 144.
102. 144.

2. It has been a question whether in case of a new pro-
mise after the original promise is barred, the action
should lie on the original promise or on the new
promise - in Conn. the action has been brought on both
ways. I conceive it can however that in Eng^l.
the action is always brot on the original promise &
that it never ought to be brot otherwise - for 1. if the
action is brot on the new promise, the declaration
would be universally special - for the original contract
must in each case be stated as a consideration of the
subsequent promise, yet there is no such precedent as this
in the books. 2. how is it possible to declare on a new promise
when that promise is implied from a bare acknowledgement
of the debt - as by part payment - 3. how can a count be
founded on an acknowledgement to a third person, who

19- It is settled that an acknowledgment or promise after action brought takes the case out of the Stat. hence in the nature of the thing, it is impossible that the action should be founded on the new promise -

20- The Stat. of Limit. 21 Jac. IV. extends to all actions on the case, except for slander, actions of account, trespass for injury to personal property, debt on simple contract, detinue & replevin. These are limited to six years. actions for slander to two years & debt on land to 2 years.

21- There is in Eng.^d no limitation to actions on specialties: yet after a lapse of 20. or even 18. years, there having been no payment on the debt & no recognition of it within that time, the jury must presume payment -

accord & satisfaction
3 B. & 4 C. 147.
N. 82 & 279.
Ch. B. 198.
Pow. C. 451.
2 B. & 4 C. 158.

22- The third defence to this action is that of accord & satisfaction - that is, an accord executed & performed is a good defence to it! - & to almost every other action.

23- The term "accord" usually admits of some kind of agreement - in its legal acceptation, it admits an agreement for giving & receiving a collateral satisfaction for some claim - the satisfaction is the performance of the agreement -

24- Accord & satisfaction may be pleaded specially to the action of ass. - whether it may be given in evidence or not.

the weight of opinion however is that it may be valid
 according to the rule of discrimination already
 given it is clear on principle, that it may be shown in
 evidence - for it goes to extinguish the indebtedness - that

8th 147.

1st 175.

in accord not executed is no defence to an action -

20 - But this rule must be applied to simple contracts
 & covenants to covey, in which the right of action had
 accrued before the accord - in a simple contract,

1st 383.

1st 442.

1st 107.

before a breach of it may be waived, by the mere agree-
 ment of the parties, before a right of action has accrued
 therefore an accord is a good defence -

26 - This defence is pleadable to all actions on simple

6 Coke 44.

1st 100.

contract & in gen^l to all personal actions for damages
 accord

but to make the defence effectual, the accord must

1st 243.

1st 280.

1st 135.

9 Coke 45.

28 24.

2nd 319.

3rd 154.

1st 426.

have been fully executed: - part performance with a
 promise to perform the residue or even tender of per-
 formance, is not good - it must be completely per-
 formed on both sides -

27 - The last rule amounts only to this that a new contract
 alone, cannot be pleaded in satisfaction of a former one
 of the same kind - the last contract must in some so-
 leas be better for the Plff. than the first - but where a con-
 tract of the same kind appears better for the Plff. in any

Hobbs 63.

1st 727.

1st 230.

1. 2. 3.

referred to as a small, irregular, to the zone
above the main and to the left of it

28- Here one excellent Cornish given in a Cornish
 of color 75 and one of the same kind, unless the latter is in some
 respects more favorable than the former cannot be de-
 cided as a distinction of it

29 - This ^{rule} requires that there be a complete satisfaction of course the satisfaction must be a good & valuable one - and on this point it has been held that a release of an equity of redemption is no satisfaction because an equity of redemption is deemed in law of no value, for it does not exist at law -

80- The other requisite is that it appear reasonable or at least not unreasonable. Therefore when the contract is for the payment of a sum certain - say £. of a gift sum on some day but the same place appointed for the payment of the original sum is no satisfaction - I suppose that there is no favorable alteration for the 73rd.

31- But on the other hand the Court cannot inquire in-
to the value of the satisfaction; where it does not appear
on the face of it to be evidently no satisfaction or an inad-
-quate one, it must be taken to be an adequate one-
it therefore, it goes to a sum of money any stipend

ms B.2p.67.

3 Bone 117.

Par. 38.

v. 2a. + 26.

2 John R 448

3rd Feb 26.

on the 21st

Quint.

9 Coke 79.

32. 113-

Exp 6 230.

2p. 67.

IV. Payment.

2 Mar 217.

500.88.78.

23.1010.

2.62.147.

29 Dec 280.

1. A joint defense to the action is payment of the debt after it is given in evidence under the general issue or a special plea - but not to the action in case of mitigation of damages -

2. If a person of goodly letters writes a bill of exchange to another who does not prove it productive or a good one - they are no part unless the person agreed to assume the risk therefore. Then a part.

3. The rule is that when a bill of exchange is given for labor performed - Debtors are not to be paid if they are genuine for they are liable to the creditor -

4. If a creditor is induced by fraud to accept a bill of exchange and to assume the risk, this is not a defense to the action - the fraud avoids the agreement to assume the risk -

5. By the Com. Law, in an action of debt - once a word, for the day, is put into the record, is no defense, so that the condition is broken. It is finally given in evidence by the Stat. & D. Laws. Chap. 15. § 1. The plea is called a plea of "post-diem"

6. Where an obligation is payable at a certain day & payment is not made before that day, if the obligor is

2. It would not plead payt. before the day of the act-
 was, but he must plead payt. at the day, & the plea
 must be before the day, will support the plea of payt.
 at the day - in such season of the act before the day
 of performance of the contract - nothing is a per-
 formance until put on the day - Another reason is that
 the Deft. was allowed to plead payt. before the day, & on
 traverse of the plea it would be found agt. the Deft. this
 would not decide the merits of the case -

Childs 550.
 1793
 2. D. 2. 2. 3.
 3. D. 174.
 5. D. 994.
 6. D. 944.
 10. D. 210.

3. Another class of cases where the rule is reversing is
 in general, is where the obligation is payable on or before
 a certain day - a plea of payt. before the day is good,
 & is a plea of payt. on the day for cause of time is a
 performance of the condition - in this case the Deft.
 must traverse not only the plea, but more, he must
 deny in his replication that a Deft. paid either on
 the day or any other day & then before or after in
 part on the day is not inconsistent with payt. before
 after -

4. If a payt. after the day is pleaded, the plea must
 "edge payt." of the whole amount then due; for interest
 may have accrued - & an obligation may be what
 is owing at the day of payt. has arisen, whether
 it is before or not -

2. D. 2. 15. 63.

9 - In these an innocent party may be injured by the creditor's action, which he pleases & the creditor cannot control it - but if the debtor does not make an application the creditor may do which he pleases -

2 Br. 308.
1 Selw. 146.
7 B. 228.
5 B. 1194.
1 Cr. 607.

10 - In Equity the rule is different. If A. owes to B. two distinct debts, one drawing interest & the other not, Equity will apply the payt. on the debt drawing interest. I think however that it should be applied to the debt which does not draw interest -

1 Cr. 607.
2 Br. 308.
7 B. 228.
5 B. 1194.

11 - Where a debt is due by specialty, as the Stat. of Limit. does not attach upon it, after a lapse of 20 years a Court will discharge the duty to presume payt.

V. Coverture - 12 - The fifth defence is coverture. viz. that the Debt at the time of contracting was a time-contract - this defence is usually given in evidence under the general issue, but it may be specially pleaded as in "The Husband & Wife" -

1 Selw. 134.
1 Cr. 101.

VI. Infancy - 13 - The sixth defence is infancy. viz. that the Debt at the time of contracting was an infant's - this may be specially pleaded or given in evidence under the general issue - see the "Husband & Wife" -

2 Cr. 144.
1 Selw. 138.

VII. Plea Bankruptcy - 14 - The seventh defence is bankruptcy. viz. that the Debt at the time of contracting was a bankrupt's - this may be specially pleaded or given in evidence under the general issue - see the "Husband & Wife" -

Bul. 252.
1 Cr. 156.

Union Congress shall have power to do so - 4th ca. 122, 209
 14 - But under the other provision of the Constitution
 forbidding any of the State Legislatures to pass any act
 which shall impair the obligation of contracts, the
 Court would find distinction, that the issue only of the
 discharge of the debt for the purpose of discharging the person
 of the debtor is void, but so far as the discharge of the debt
 is exempt the property of the debtor they are unconstitutional - the discharge of the person goes only to the
 remedy -

IX. Release. 20 - The fourth defense of release - this defense is an

20 Br. 1010. 2
 3 Br. 1573.
 2 Br. 566
 2 Br. 787

action of 1st or 2nd on simple contract may be given
 in which or under the gen. issue, or it may be specially
 pleaded - these are the only two actions in which it is
 15 Br. 147. defense can be made under the gen. issue: - the repli-

cation denying the plea of release is "non est factum" -

21 - The release must be alleged to be void after the

4 Br. 305.
 2 Br. 370.

is legal action that occurred - even on a special or. track
 there can be no release but by deed, but must be pleaded
 as such.

22 - Now it is true that where an action is brought on a
 claim made on a simple contract, a general waiver of
 it before the contract is broken is good - but after the contract
 is broken and the debt discharged, the discharge must be

28- The discharge of a discharge are of all demands" - but a release of "all demands" will not discharge a debt or duty remaining after the release is given. - Thus, where one grants or leases with the usual covenants & warranties, a release of all demands will discharge the covenant or warranty, but the release has no effect on the release of the release. - But the covenant or warranty will be discharged by such a release - for this covenant, if broken at all, was broken as soon as the land was released -

29- A release to the owner of a bill of exchange before it is dishonored will not discharge the drawer in case of a subsequent dishonor.

30- A release after a suit of debt is a good release to this action. - But a suit time of debt release will not extinguish the cause of action, & good operation but

31- The discharge will be a release, as they are called, "all demands" are sometimes restrained to a particular demand. - Thus, where a release is given of a particular demand & is followed up by the words "in full of all demands" the release is restricted to the demand mentioned. - But where no particular demand is mentioned, it is a discharge of all existing demands.

3d. 100.
2d. 3188.
3d. 307.
4th. 99.

2d. 308.
3d. 308.

3d. 309.
4th. 41.
3d. 3186.
4th. 907.

3d. 307.
4th. 44.
2d. 3186.
3d. 307.
388. 392.

27 - The plaintiff's "deposition" is a mere recital of
 3. 513.
 2. 518.
 522.
 2. 508.
 5. 50.
 3. 84.

28 - The plaintiff's story is a mere recital of
 8. 108.
 1. 108.
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 7. 108.
 8. 108.
 9. 108.
 10. 108.

XI. Defence by 27 - The 27th defence to this action is, that the Debt
 Bond
 1. 108.
 2. 108.
 3. 108.
 4. 108.
 5. 108.
 6. 108.
 7. 108.
 8. 108.
 9. 108.
 10. 108.

28 - This action is not based on a bond given for
 1. 108.
 2. 108.
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 10. 108.

28 - This action is not based on a bond given for

Money

See also
Plead. K
S. 10. 78.

by the same sort of tender. I consider by bringing money into Court by the 2^d of the Statute, it is a positive money in Court with the proper officer for satisfaction of the debt or duty, for which the action is brought. This has been introduced to supply the place of tender where a tender had been omitted, or where a tender if it had been made would have been insufficient.

3. Now it ought to be understood that this proceeding is different from bringing money into Court on a plea of tender:—for in the latter case, where bringing money into Court is in pursuance of the plea of tender, it is a matter strictly going at law.

4. Bringing money into Court is sometimes by course of Court under a Stat. provision, but generally it is brought into Court under the discretionary power of the Court in some rule of practice.

5. The effect of bringing money into Court under a rule of Court is sometimes in order of Court that the plea of tender in the action be stated, & virtually stay the trial. The same rule is applied to the same effect. The rule is that in such a case the Court is bound to the trial, so that the V. off. shall give no evidence of that part of his demand on trial:—this leaves the P. off. at liberty to proceed if he will.

See also
T. N. 5
S. 10. 1.

7. The giving of a tender out of the declaration is, that if the D^y chooses to proceed to trial, he shall attempt to prove only what he claims over the amount due in. If he proves no more he recovers nothing - If he proves more, once more, more than the debt -

8. To count without a tender is insufficient, though in all cases where tender would have been a good defence -

9. Tender must be made at the time, on what debt or claim he makes it. If he pays not his tendering money good for the party to whom the tender is made, and not know on what demand, the debtor would apply it -

10. But in general to make an effectual tender, there must be an actual offer of the money, or thing to be delivered in a mere declaration of readiness is not sufficient -

11. But an actual offer of money, tho' in a bag or box & the like to the creditor is sufficient - for it is the duty of the creditor to count the money -

12. If there are several debts due to the same party, the debtor may apply the tender on which he pleads -

13. It has been determined that a tender of more than is due is a good tender - as in one case 89. & 100. & 101.

1844

50. 115.

1. 116.

1. 117.

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13- If a person is bound to do one of two things at the election of the creditor, as to pay \$100. or deliver a horse of equal value, the tender to be effectual must be of both. - not one or the other at the election of the debtor. a tender of either is good. -

14- It is laid down as a rule that a tender of any sort of money, made current by Law is good. - a tender of foreign coin if made current by Law is good.

15- In this Country the power of declaring what shall be current money is vested in Congress - for the Constitution of the U. States forbids the Legislature of any of the States, making any other than gold & silver current or tenderable. -

16- There has been a dispute in this Country how far copper cents are a good tender. - but it is now a settled opinion, that they are not a good tender except for the fractional part of a dollar. -

17- Again, a tender of bank notes, if not objected to

Wm. 1811

2d. 554.
2. 304. 526.
1. 2nd. 318.
3d. 222.
4th. 222.
5th. 258.

... is not a cash or money, is not an objection to the bill -

10. It has been held that a tender of counter-geat coin if accepted by the creditor as valid, if good for the creditor must be made before he accepts it -

1. 1st. 743. on the supposition that there is no fraud - in 1d. 1st. 48.

The rule was extended to counter-geat bank notes - the principle is the same as that which applies to the

3d. 222.
4th. 222.
5th. 258.
6th. 258.

sale of chattels, where there is a defect in the

to both parties - in N York & Mass it has been de-termined

2d. 554.
3d. 222.

that if pay-ment has been made in good bank notes

it is not good -

...

1d. 1st. 4.
2d. 1st. 4.
3d. 1st. 4.
4th. 1st. 4.
5th. 1st. 4.

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20- If the money is to be paid on or before a given day, a tender before that day is so much waste of time. Then we after the day - the tender must be on the day, or it is not found to be so before the day, so the tender is not found to receive it then.

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30- The Court has decided in favor of the
 plaintiff on the first point mentioned & decreed, to the
 effect that they are entitled to the same wages
 as the contract men of the former season. That as
 the new season cannot yet be ascertained, the
 decision may be delayed. The highest pay at the season
 31- The same is decided to be the same as last

32- The same is decided to be the same as last
 season, except in the case of the contract men, who
 are to be paid the same as the contract men of the
 former season. The Court has decided in favor of the
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 effect that they are entitled to the same wages
 as the contract men of the former season. That as
 the new season cannot yet be ascertained, the
 decision may be delayed. The highest pay at the season
 41- The same is decided to be the same as last

and the money must be paid earlier than the day, for this is
 the time when the party shall be compelled to
 pay and the consequence is that the time

of the day is not to be taken into consideration in the case of the day

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is prevented, pay to order at the most
 convenient time of the day, at which pay is possible
 is good -

40 - If the place of pay is fixed, and time appointed, the
 debtor must give notice that he will make the
 payment on a certain day at the place appointed, and make
 it there at the most convenient time of the day
 if it will be good, the creditor was not present -

41 - The rule is now to be the same as before, and
 to pay money at a place certain at any time during
 the day -

42 - In both these cases, where the place is appointed
 no time, if the pay is to be in money, the debtor
 may tender on meeting the creditor at that place
 at any time, and it is valid -

43 - But if neither time nor place is appointed, how
 is the debtor to discharge himself in the creditor's
 absence? I have never found a word on this subject -
 but it is a matter of equity that the debtor should be

Александр

considered a typical line & place. It makes a ten-
der in the presence of that notice, it is valid. This
is reasonable & I think probable could be adopted
as such.

44. But if quality or weight articles are to be relative
by the count mark & within time, for place are appointed
it is said the creditor should enquire of the creditor

3. 14 40.

to appoint a time & place, it would need a rule in
favour of this if given: - that is an inference, which
I have drawn from the rule, that where money is
payable under such circumstances, this is the meth-
-od - and if the creditor in such case will appoint
a time and place, the debtor in my opinion, is
at fault.

1. To the Hon. Secretary of the Smithsonian Institution

31. 10. 02.

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5- Again; when a letter was sent to the
President of the Board, - but from the time of that
to the present - there is no further - It is now by
the Board of the Board of the Board of the Board.

[illegible]

7. There may be some to question how in a little while
 after a little while, distilling the whole surface
 of the water into steam. Distilling, and only that the
 steam is changed, which only to carry the water
 through the steam.

Wilmington - An exception to the latter branch of
 the distinction - in case of negligence in damage done
 by cattle, tender of a sufficient sum, before action
 brought, is a sufficient defense.

See 76.
 201. 952/2

20 - It is necessary to be an intelligence shown by the
 owner to the Dept. - for the Dept. was in doubt -

21 - In England by the Stat. 21 James I. it is allowed

See 3d.
 3. c. 11.
 76. 15.

to be a good defense to an involuntary trespass on
 a field provided the Dept. pleads a "disclaimer" that is
 admitting all right & title in the land.

22 - It is doubted whether under this Stat. tender

See 5th.
 201. 1052.
 2. 1. 1.

is a defense to any other involuntary trespass, than
 one done by Dept's cattle - by the later opinions it
 is doubtful.

23 - Tender is no defense to an action for trespass in

See 1st.
 3. c. 11.
 76. 15.

land - for then the damages are uncertain - but in an
 action of trover for money converted, the D. may
 bring money into Court - make a rule of Court, but
 he cannot plead a tender.

24 - In an action of trespass for taking the money
 of a man, it is a defense - the reason as I conceive, why ten-
 der is allowed in trespass of cattle when damage
 is done is that the Dept. had a right to tender the
 discharge of the cattle.

Permissio 2. - In one or two instances the Deft. has been allowed
 after a rule of Court in the 4th. to show cause why
 he should not be allowed to bring the specific articles into
 Court. - But this practice has not been adopted
 & the Court of N.B. have refused to adopt it.

3ac. 111.

2nd P. 2.

26 - As to the mode of pleading tender there is

3ac. 64

3ac. 111

2nd H

one important rule: - in pleading tender, every
 requisite to a valid tender must be alleged or to
 have been complied with, or it will be ill.

27 - In a plea of tender at a certain place in the

2nd P. 2.

3ac. 64

3ac. 111

2nd H

Def't's absence, the Def't. must allege the tender to
 have been at the uttermost convenient time of the
 day -

28 - In a plea of tender at a certain place in the

3ac. 111

2nd H

3ac. 64

3ac. 111

2nd H

Def't. must allege the tender to have been at the
 uttermost convenient time of the day -

29 - In a plea of tender at a certain place in the

3ac. 64

3ac. 111

2nd H

3ac. 64

3ac. 111

2nd H

Def't. must allege the tender to have been at the
 uttermost convenient time of the day -

30 - In a plea of tender at a certain place in the
 Def't. must allege the tender to have been at the
 uttermost convenient time of the day -

31 - In a plea of tender at a certain place in the

Def't. must allege the tender to have been at the
 uttermost convenient time of the day -

The original contract was that the defendant should
 furnish the plaintiff with a bridge according to plan
 at the price of \$1000.

2d. 9.
 3d. 3.72
 4th. 88.
 5th. 10.
 6th. 16.0
 7th. 16.
 8th. 88.

2d - The bridge is not yet completed, or appears to be. The
 plaintiff was told that the defendant was not over a hundred
 feet from completion - but when the bridge was finished, it was
 absolutely worthless to the plaintiff.

3d. 10.
 4th. 7.
 5th. 15.
 6th. 10.
 7th. 10.

3d - When the bridge was not yet completed, the plaintiff was told
 that the bridge was not over a hundred feet from completion -
 but when the bridge was finished, it was absolutely worthless to the
 plaintiff. - but when the bridge was finished, it was absolutely
 worthless to the plaintiff. - but when the bridge was finished, it was
 absolutely worthless to the plaintiff.

4th. 10.
 5th. 10.

4th - The bridge was not yet completed, or appears to be. The
 plaintiff was told that the defendant was not over a hundred
 feet from completion - but when the bridge was finished, it was
 absolutely worthless to the plaintiff.

5th. 16.
 6th. 10.

5th - The bridge was not yet completed, or appears to be. The
 plaintiff was told that the defendant was not over a hundred
 feet from completion - but when the bridge was finished, it was
 absolutely worthless to the plaintiff. - but when the bridge was
 finished, it was absolutely worthless to the plaintiff. - but when
 the bridge was finished, it was absolutely worthless to the plaintiff.

June 25 - From the obligation upon the part of every holder
of a bill to pay the same at maturity, it follows that the holder
of a bill is not liable to the holder of the bill at maturity
unless he has changed the bill to cash, & if he has -

50226.012 ⁵⁰ "I have the object of the lesson in my mind to be a very
"moral lesson, the Golden Rule. 'Love thy neighbor'."

Succisa pratensis. - Yellow flowered plant growing by water side.
H.B.

58- When the 2nd heard "out" "Hurry up!" it came
 2nd 14
 3rd 673
 12th 159- and for the 2nd to reply a demand for a
 further -

29. When the contrast - owing to the presence of one of the
 2. 10. 20.
 3. 30. 40.
 4. 50. 60.
 5. 70. 80.
 6. 90. 100.
 7. 110. 120.
 8. 130. 140.
 9. 150. 160.
 10. 170. 180.
 11. 190. 200.
 12. 210. 220.
 13. 230. 240.
 14. 250. 260.
 15. 270. 280.
 16. 290. 300.
 17. 310. 320.
 18. 330. 340.
 19. 350. 360.
 20. 370. 380.
 21. 390. 400.
 22. 410. 420.
 23. 430. 440.
 24. 450. 460.
 25. 470. 480.
 26. 490. 500.
 27. 510. 520.
 28. 530. 540.
 29. 550. 560.
 30. 570. 580.
 31. 590. 600.
 32. 610. 620.
 33. 630. 640.
 34. 650. 660.
 35. 670. 680.
 36. 690. 700.
 37. 710. 720.
 38. 730. 740.
 39. 750. 760.
 40. 770. 780.
 41. 790. 800.
 42. 810. 820.
 43. 830. 840.
 44. 850. 860.
 45. 870. 880.
 46. 890. 900.
 47. 910. 920.
 48. 930. 940.
 49. 950. 960.
 50. 970. 980.
 51. 990. 1000.
 52. 1010. 1020.
 53. 1030. 1040.
 54. 1050. 1060.
 55. 1070. 1080.
 56. 1090. 1100.
 57. 1110. 1120.
 58. 1130. 1140.
 59. 1150. 1160.
 60. 1170. 1180.
 61. 1190. 1200.
 62. 1210. 1220.
 63. 1230. 1240.
 64. 1250. 1260.
 65. 1270. 1280.
 66. 1290. 1300.
 67. 1310. 1320.
 68. 1330. 1340.
 69. 1350. 1360.
 70. 1370. 1380.
 71. 1390. 1400.
 72. 1410. 1420.
 73. 1430. 1440.
 74. 1450. 1460.
 75. 1470. 1480.
 76. 1490. 1500.
 77. 1510. 1520.
 78. 1530. 1540.
 79. 1550. 1560.
 80. 1570. 1580.
 81. 1590. 1600.
 82. 1610. 1620.
 83. 1630. 1640.
 84. 1650. 1660.
 85. 1670. 1680.
 86. 1690. 1700.
 87. 1710. 1720.
 88. 1730. 1740.
 89. 1750. 1760.
 90. 1770. 1780.
 91. 1790. 1800.
 92. 1810. 1820.
 93. 1830. 1840.
 94. 1850. 1860.
 95. 1870. 1880.
 96. 1890. 1900.
 97. 1910. 1920.
 98. 1930. 1940.
 99. 1950. 1960.
 100. 1970. 1980.
 101. 1990. 2000.
 102. 2010. 2020.
 103. 2030. 2040.
 104. 2050. 2060.
 105. 2070. 2080.
 106. 2090. 2100.
 107. 2110. 2120.
 108. 2130. 2140.
 109. 2150. 2160.
 110. 2170. 2180.
 111. 2190. 2200.
 112. 2210. 2220.
 113. 2230. 2240.
 114. 2250. 2260.
 115. 2270. 2280.
 116. 2290. 2300.
 117. 2310. 2320.
 118. 2330. 2340.
 119. 2350. 2360.
 120. 2370. 2380.
 121. 2390. 2400.
 122. 2410. 2420.
 123. 2430. 2440.
 124. 2450. 2460.
 125. 2470. 2480.
 126. 2490. 2500.
 127. 2510. 2520.
 128. 2530. 2540.
 129. 2550. 2560.
 130. 2570. 2580.
 131. 2590. 2600.
 132. 2610. 2620.
 133. 2630. 2640.
 134. 2650. 2660.
 135. 2670. 2680.
 136. 2690. 2700.
 137. 2710. 2720.
 138. 2730. 2740.
 139. 2750. 2760.
 140. 2770. 2780.
 141. 2790. 2800.
 142. 2810. 2820.
 143. 2830. 2840.
 144. 2850. 2860.
 145. 2870. 2880.
 146. 2890. 2900.
 147. 2910. 2920.
 148. 2930. 2940.
 149. 2950. 2960.
 150. 2970. 2980.
 151. 2990. 3000.
 152. 3010. 3020.
 153. 3030. 3040.
 154. 3050. 3060.
 155. 3070. 3080.
 156. 3090. 3100.
 157. 3110. 3120.
 158. 3130. 3140.
 159. 3150. 3160.
 160. 3170. 3180.
 161. 3190. 3200.
 162. 3210. 3220.
 163. 3230. 3240.
 164. 3250. 3260.
 165. 3270. 3280.
 166. 3290. 3300.
 167. 3310. 3320.
 168. 3330. 3340.
 169. 3350. 3360.
 170. 3370. 3380.
 171. 3390. 3400.
 172. 3410. 3420.
 173. 3430. 3440.
 174. 3450. 3460.
 175. 3470. 3480.
 176. 3490. 3500.
 177. 3510. 3520.
 178. 3530. 3540.
 179. 3550. 3560.
 180. 3570. 3580.
 181. 3590. 3600.
 182. 3610. 3620.
 183. 3630. 3640.
 184. 3650. 3660.
 185. 3670. 3680.
 186. 3690. 3700.
 187. 3710. 3720.
 188. 3730. 3740.
 189. 3750. 3760.
 190. 3770. 3780.
 191. 3790. 3800.
 192. 3810. 3820.
 193. 3830. 3840.
 194. 3850. 3860.
 195. 3870. 3880.
 196. 3890. 3900.
 197. 3910. 3920.
 198. 3930. 3940.
 199. 3950. 3960.
 200. 3970. 3980.
 201. 3990. 4000.
 202. 4010. 4020.
 203. 4030. 4040.
 204. 4050. 4060.
 205. 4070. 4080.
 206.

40- In the later case, the diff. may easily have been superficial,
 but the London diff. is certainly this replication. The film
 is clear and the diff. must have been good!

82 he 78.
 2000 07.
 7/10/23

H. C. He is going to distinguish between the
 two types of money:—where the contract is for the pay of
 labour and where it is for the pay of the
 owner of the land. He will then in the 3rd. to show
 how the contract is destroyed by the fall in the price of
 the land.

3
H.
S.
S.
S.
S.

11. When it is necessary to the process called to place
the "right hand" the left has little something more to
place that is in much place further "right" in
the "right" -

15- Where the words were "he is in jail for stealing a horse" they were held not actionable -

Stat. D. 397.

31st 300
316.

16- Words which upon their face are defamatory, have been held not actionable after overruling.

17- A rule subordinate to the one last laid down, is that

4th 185.
19th.

9th 497.

defamatory words are actionable or not, as they pres-
ent criminal or non-criminal facts. Hence, to say that
a man is traitorous or thief is not actionable - but
to say of a man "he is perjured", is actionable -

18- The principle of this distinction is this. The law re-
quires such criminal intention. It punishes the
criminal not only, but the act, where the words imply
only criminal intention they do not endanger civil
- just to impose punishment -

10th 300.
32nd 146.
4th 15.

19- To say of one he is perjured is not actionable for
it, unless the words are connected with some inju-
- rious proceeding - as to say he has perjured in a case
of Cov. Pleas. is actionable - the reason is that any false
statement which does not amount to legal perjury does
not attract him to court, to punishment -

11th 81.
12th 237.
13th 247.

20- To call one a thief or charge him with any crime af-
ter he has received a general pardon, is actionable tho
he may actually have been guilty - for the pardon purges him of the
legal guilt, & the words are actionable whether they be true or not -

21 - This rule is dangerous, extends no further than to giving one a criminal title; for if one says of A. He stole a horse, which was actually the case, & A. has been pardoned, there would cannot be a rationale for they are true -

2d - ^{433ac 487} charging one with a crime of which he
has been legally acquitted is retroactively, tho' he is in
no danger of punishment - for the acquittal is irrevocable -

22 - But how is this to be reconciled with the preva-
lence of the opinion that the crime is not a capital
one, and that it is a subject for punishment
in the range of it.

ma

1. 5.

1021

15 f. 34

2 v. 1. 8.

2001.207
+ 8 46306
2001.208

2. n. 52. 8.

Large in his reputation, but few in his actions. See

...the

4-3-12

28/10

10

1. The first of these is the fact that the

at 60 lbs. "the oil in a barrel of 100 lbs." etc.

Com. Ind. Exchange & Underwritten by J. H. Underhill & Co.

2014

con. 6
16

12

2. *Trichostema* *Trichostema* *Trichostema* - 12 to 14 "to 15"

2. Much is coming by train in these cars of coal and

5-11-10

6.

2. 2. 2. 2. 2.

96. The same species found in the valleys near the Rio Grande.

I have spoken with the Public Health Officer of my native
 town, and he has been very kind to give me the following

[Faint handwritten notes at the bottom of the page]

1871

1870

Page

perhaps the speaker that the words were spoken with reference to the nation, it was not national.

8. It is said by the speaker that there was a man in the audience who said "he is a traitor" - "he is a traitor" is a statement which is not a statement of fact, it is a statement of opinion. The words spoken of a traitor are "he is a traitor" - there must be a traitor.

24-188.
11-188.

In the England, it has been held a crime to charge a clergyman with a crime.

1-188.

It is not a crime to charge a clergyman with a crime, or to charge him with a crime. It is a crime to charge a clergyman with a crime, or to charge him with a crime.

2-188.
11-188.
3-188.

The speaker would speak of a physician in his office, or of a physician in his office, or of a physician in his office.

11-188.
11-188.
11-188.

The speaker would speak of a physician in his office, or of a physician in his office, or of a physician in his office.

11-188.

IV. Such a injury
one in his office.

The speaker would speak of a physician in his office, or of a physician in his office, or of a physician in his office.

2-188.
11-188.
11-188.

middle 23- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

24- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

25- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

26- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

27- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

28- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

29- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

30- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

31- the other way the opposite has been held, & that
 as to the difference of opinion - the ground is my claim
 & sufficient

Jan. 12

Jan. 16
Jan. 17

Having now reached the point where the words are to be
used if spoken in a foreign language & understood
by the hearer, we must determine

4- In constructing words claimed to be action verbs
all the words of the language must be taken into con-
sideration with the words claimed to be action verbs -
the words must be in the same relation to the words as the
words are in the language: - they must be in the
same relation to the words as the words are in the
language.

5- The words must not be violable to any degree
the words must be in the same relation to the words as the
words are in the language: - they must be in the
same relation to the words as the words are in the
language.

6- In the construction of words claimed to be
action verbs, the words must be in the same relation to the
words as the words are in the language: - they must be in the
same relation to the words as the words are in the
language.

7- It is also a general rule, that words to be action verbs
must be in the same relation to the words as the words are in the
language: - they must be in the same relation to the words as the
words are in the language.

8- Note where the intention, to change a word, or
the words of which the words would be action verbs,
is obvious, that the words are action verbs -

9- Words in some of the languages may be action verbs, the words to which
of the words - they are action verbs, the words to which
of the words - they are action verbs, the words to which

Sec 10

As a general rule a honorable and old English malice
prima facie is to be presumed in every case where
 the facts are such as to lead to the inference
 that the party has acted with a malicious intent.
 In cases where the facts are such as to lead to the inference
 that the party has acted with a malicious intent, the
 law is that the intention of the party is to be presumed
 from the facts. In cases where the facts are such as to lead
 to the inference that the party has acted with a malicious
 intent, the law is that the intention of the party is to be
 presumed from the facts. In cases where the facts are such
 as to lead to the inference that the party has acted with a
 malicious intent, the law is that the intention of the party
 is to be presumed from the facts. In cases where the facts
 are such as to lead to the inference that the party has acted
 with a malicious intent, the law is that the intention of the
 party is to be presumed from the facts. In cases where the
 facts are such as to lead to the inference that the party has
 acted with a malicious intent, the law is that the intention
 of the party is to be presumed from the facts. In cases where
 the facts are such as to lead to the inference that the party
 has acted with a malicious intent, the law is that the
 intention of the party is to be presumed from the facts.

480. 116.
 116. 116.
 116. 116.
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 116. 116.
 116. 116.

3. 116.
 116. 116.

12. The repetition of the same facts by another
 person is not evidence of the truth of the facts.
 In cases where the facts are such as to lead to the inference
 that the party has acted with a malicious intent, the law
 is that the intention of the party is to be presumed from
 the facts. In cases where the facts are such as to lead to
 the inference that the party has acted with a malicious
 intent, the law is that the intention of the party is to be
 presumed from the facts. In cases where the facts are such
 as to lead to the inference that the party has acted with a
 malicious intent, the law is that the intention of the party
 is to be presumed from the facts. In cases where the facts
 are such as to lead to the inference that the party has acted
 with a malicious intent, the law is that the intention of the
 party is to be presumed from the facts.

116. 116.
 116. 116.
 116. 116.
 116. 116.

13. The repetition of the same facts by another
 person is not evidence of the truth of the facts.
 In cases where the facts are such as to lead to the inference
 that the party has acted with a malicious intent, the law
 is that the intention of the party is to be presumed from
 the facts. In cases where the facts are such as to lead to
 the inference that the party has acted with a malicious
 intent, the law is that the intention of the party is to be
 presumed from the facts. In cases where the facts are such
 as to lead to the inference that the party has acted with a
 malicious intent, the law is that the intention of the party
 is to be presumed from the facts. In cases where the facts
 are such as to lead to the inference that the party has acted
 with a malicious intent, the law is that the intention of the
 party is to be presumed from the facts.

116. 116.
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 116. 116.

116. 116.
 116. 116.

1840
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 1850

Criminals not cognizable by the Court, - that is to say
 certain cases - in which the law is not applied to
 the same and some in which the law is not applied
 in an action of "Mal. Proc." -

1840
 1841
 1842

1 - On the same principle, it is said, that a person
 charged in a complaint, is not liable for the
 complaint and he is not liable for the complaint
 himself for this is a matter of course and it is
 said that a party is not liable for the complaint.

1842
 1843
 1844

2 - Again a party is not liable for the complaint
 if he is not liable for the complaint and he is not
 liable for the complaint and he is not liable for the
 complaint and he is not liable for the complaint.

1840
 1841
 1842
 1843

3 - On the same principle, it is said, that a person
 charged in a complaint, is not liable for the
 complaint and he is not liable for the complaint
 himself for this is a matter of course and it is
 said that a party is not liable for the complaint.

1840
 1841
 1842

4 - On the same principle, it is said, that a person
 charged in a complaint, is not liable for the
 complaint and he is not liable for the complaint
 himself for this is a matter of course and it is
 said that a party is not liable for the complaint.

1840
 1841
 1842

5 - On the same principle, it is said, that a person
 charged in a complaint, is not liable for the
 complaint and he is not liable for the complaint
 himself for this is a matter of course and it is
 said that a party is not liable for the complaint.

6-2-11

1- The first of the three main groups of fossils in the lower part of the section is the *Strophomena* group.

2- The second group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

290. 50.
291. 11.
292. 10.

3- The third group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

293. 10.
294. 10.

4- The fourth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

5- The fifth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

6- The sixth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

7- The seventh group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

295. 10.
296. 10.
297. 10.
298. 10.
299. 10.

8- The eighth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

9- The ninth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

300. 10.
301. 10.

10- The tenth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

11- The eleventh group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

302. 10.
303. 10.

12- The twelfth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

13- The thirteenth group is the *Strophomena* group, which is represented by the *Strophomena* fossils.

2nd Dec
1848
1848

... of the

1st Dec
1848
1848

... of the

1st Dec
1848
1848

... of the

1st Dec
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... of the

1st Dec
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... of the

1st Dec
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1848

... of the

1st Dec
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1848

... of the

210.

1841.

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1841.

1841.

that the words were spoken openly & publicly - it is
evident today that the man spoken in the presence
of mixed good people -

to hold the same two counts in the same action is
unlawful & this is the rule of the law - it is
not sufficient that it is not a good deed - other in
the same place to the whole action, as the general rule,
the law is in the same way for the whole of the
action, the judge must be aware of the law -

5

3

6

8

1

the law is in the same way for the whole of the
action, the judge must be aware of the law - it is
not sufficient that it is not a good deed - other in
the same place to the whole action, as the general rule,
the law is in the same way for the whole of the
action, the judge must be aware of the law -

1841.

1841.

1841.

the law is in the same way for the whole of the
action, the judge must be aware of the law - it is
not sufficient that it is not a good deed - other in
the same place to the whole action, as the general rule,
the law is in the same way for the whole of the
action, the judge must be aware of the law -

Under 9 - When the party are in the same situation, the
offence of special damages is not a crime, but the
law is not to be submitted to on this point. The
law is in relation to what the law is in relation to
the law. The law is not to be submitted to on this point.
The law is not to be submitted to on this point.

10 - But it has been said, that where words are used
in themselves actionable, the law is not to be submitted to
on this point. The law is not to be submitted to on this point.
The law is not to be submitted to on this point.
The law is not to be submitted to on this point.

11 - What amounts to an allegation of special damages
has been a great question in law. The law is not to be submitted to
on this point. The law is not to be submitted to on this point.
The law is not to be submitted to on this point.

12 - In this respect to words of action, it is to be borne
in mind that there is a great deal of difference between
the law and the fact. The law is not to be submitted to
on this point. The law is not to be submitted to on this point.

13 - There are two species of slander which have not
been mentioned. The first is slander of title. This is a slander
in which a person alleges that another has a right to property.

406
1818

406
1818
1818

... something was said ...
... the ...
... the ...
... the ...

406
1818
1818

1- But this sort of ...
... person, who ...
... the ...

406
1818
1818

2- The ...
... the ...
... the ...

406
1818
1818

3- The ...
... the ...
... the ...
... the ...

406
1818
1818

4- The ...
... the ...
... the ...
... the ...

406
1818
1818

5- But the ...
... the ...
... the ...
... the ...

406
1818
1818

6- ...
... the ...
... the ...
... the ...

204
Hemlock

of the tree to a branch of the tree -

1 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

2 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

3 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

4 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

5 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

6 - The tree is a small tree, the trunk is very
(100 ft) - the trunk is very thin, the bark is very
smooth, the leaves are very small, the tree is very
tender, the bark is very thin, the leaves are very
small, the tree is very tender -

4th Dec 17
15th Dec 17
14th Dec 17
13th Dec 17
12th Dec 17

...the ... of the ...
...the ... of the ...
...the ... of the ...

28th Dec 17
29th Dec 17

11- ... of the ...

1st Jan 18
2nd Jan 18
3rd Jan 18

12- ... of the ...

4th Jan 18
5th Jan 18
6th Jan 18
7th Jan 18
8th Jan 18
9th Jan 18
10th Jan 18

13- ... of the ...

11th Jan 18
12th Jan 18
13th Jan 18

14- ... of the ...

1841

1842

1843

1844

1845

1846

1847

The first of these is the Journal of the
Board of Commissioners, which is published
 weekly, and contains a full and complete
 account of all the proceedings of the
 Board, and of all the business transacted
 by them. It is a most valuable work,
 and one which every citizen should
 possess. It is published by the
 Board of Commissioners, and is
 sold by the printer, at the rate of
 one dollar per annum in advance.
 The second of these is the Journal of the
Legislature, which is published
 weekly, and contains a full and complete
 account of all the proceedings of the
 Legislature, and of all the business
 transacted by them. It is a most
 valuable work, and one which every
 citizen should possess. It is published
 by the Legislature, and is sold by the
 printer, at the rate of one dollar
 per annum in advance.

Under

23 - The word 'action' is used in a very general sense to denote any kind of movement or operation of the mind or body. It is a very common word, and is used in many different senses. It is a word which is used in many different senses.

1847
17th Nov
27th 63.1.

24 - It seems that words of nature have a special meaning. As to words of nature, it is a word, or a name, or a thing.

1847
17th Nov
1st 63.1.

25 - The word 'action' is used in a very general sense to denote any kind of movement or operation of the mind or body. It is a very common word, and is used in many different senses. It is a word which is used in many different senses.

1847
17th Nov
27th 63.1.

26 - It is not impossible to think that the word 'action' is used in a very general sense to denote any kind of movement or operation of the mind or body. It is a very common word, and is used in many different senses. It is a word which is used in many different senses.

1847
17th Nov
27th 63.1.

27 - It is not impossible to think that the word 'action' is used in a very general sense to denote any kind of movement or operation of the mind or body. It is a very common word, and is used in many different senses. It is a word which is used in many different senses.

article
 1834.
 The following is a list of the names of the persons
 who have been appointed to the various offices of the
 Board of Education for the year 1834.
 The names of the persons who have been appointed to the
 various offices of the Board of Education for the year 1834
 are as follows:

End
 of the
 list of names

2200-
S. 9. 10. 6.
250-143.

1- In cases of description, the fact of a person
being a member of the Millers' election.

2- If the person (the words being) is much
older than the fact to have been with, once and only - but
in the living member, he must have the testimony of him,
if such, his declaration, yet he must prove the
telling taking on trial, or he cannot recover.

2200-143
S. 9. 10. 6.
250-143.

3- In such a place the saying of another may be con-
sidered by an individual case of them. This is
the only conversion of them, the original profession
of them is supposed to be lawful.

2200-143
S. 9. 10. 6.
250-143.

4- And where the original taking was not - looking, the
fact of the same person in conversion.

2200-143
S. 9. 10. 6.
250-143.

5- If the member of a body of them, they are a con-
version, it is a matter of law.

2200-143
S. 9. 10. 6.
250-143.

6- If the member of a body of them, they are a con-
version, it is a matter of law.

2200-143
S. 9. 10. 6.
250-143.

7- Even if the goods were taken to a fact of law
it is a matter of law.

2200-143
S. 9. 10. 6.
250-143.

8- If the member of a body of them, they are a con-
version, it is a matter of law.

lover

Lower - Below the level of the sea in the river
Salthess.
Sea 40'.
Sea B. 48'.
Sea 7. 590'.
Sea 52'.

527 6537
 528 417
 529 48
 530 540
 531 52

²⁴ - In the same principle, L. & Co., Paris -
L. & Co., Paris -

10/14/19

25- I have remarked that the wrong of telling of

Dec 6th. Our little party of 7 came down - took in the morning.
8. H.H.H.
10. 9. 8.
2nd. 4th. 1st. In the afternoon of the 10th we were back here by
6 P.M. and found our friends waiting for us.

Dec 5 71
2 1/2 1/2 1/2
1 1/2 1/2 1/2
7 1/2 1/2 1/2
6 1/2 1/2 1/2

20- and when we do think of the good of it.

He says that you, Joseph, will be here.

June 2nd 1874. Dear sister, I have a letter from you

1. General Description of the Machine in English

in the getting up the new morning with the cows as it is &

14. *Leptocarpus* *intercedens* in the pine of Norway

the first of these more or less in the

of the ... demand ...

46. 5-17-1891. 91
46. 5-17-1891. 91
46. 5-17-1891. 91

06 7 2001 2006 m. nuopas ir kiti kultūriniai pavieniai

0001:

312. "do not know whether he

10. *Phrynosoma* - There were several to be seen.

— 2 —

1998

[illegible]

11- A large group in the hands of the younger people
 12- with a large group of people to receive them they
 do not believe in him to this day -

3. 2
 3.
 1. 18. 0.
 0. 5. 6.
 3. 4. 1. 5.
 3. 4. 1. 5.
 3. 4. 1. 5.
 3. 4. 1. 5.

1. 16.
 3. +3.
 4. 8.
 5. 4.
 6. 5.

Effect of a
Lien upon
the goods.

34. *L.* has been made a great impression upon
the group. it is extremely a sensation of them after
her usual - i.e. "Mark & Servant" - also "Bilment" -

2130 21117.
21402. 1079

من و میرزا محمد

1. The first principle is that the law of nature is the law of God.
 2. The second principle is that the law of nature is the law of man.
 3. The third principle is that the law of nature is the law of the universe.
 4. The fourth principle is that the law of nature is the law of the soul.
 5. The fifth principle is that the law of nature is the law of the body.
 6. The sixth principle is that the law of nature is the law of the mind.
 7. The seventh principle is that the law of nature is the law of the spirit.
 8. The eighth principle is that the law of nature is the law of the heart.
 9. The ninth principle is that the law of nature is the law of the will.
 10. The tenth principle is that the law of nature is the law of the intellect.
 11. The eleventh principle is that the law of nature is the law of the emotions.
 12. The twelfth principle is that the law of nature is the law of the senses.
 13. The thirteenth principle is that the law of nature is the law of the passions.
 14. The fourteenth principle is that the law of nature is the law of the desires.
 15. The fifteenth principle is that the law of nature is the law of the affections.
 16. The sixteenth principle is that the law of nature is the law of the faculties.
 17. The seventeenth principle is that the law of nature is the law of the powers.
 18. The eighteenth principle is that the law of nature is the law of the virtues.
 19. The nineteenth principle is that the law of nature is the law of the vices.
 20. The twentieth principle is that the law of nature is the law of the habits.
 21. The twenty-first principle is that the law of nature is the law of the customs.
 22. The twenty-second principle is that the law of nature is the law of the manners.
 23. The twenty-third principle is that the law of nature is the law of the usages.
 24. The twenty-fourth principle is that the law of nature is the law of the traditions.
 25. The twenty-fifth principle is that the law of nature is the law of the laws.
 26. The twenty-sixth principle is that the law of nature is the law of the constitutions.
 27. The twenty-seventh principle is that the law of nature is the law of the statutes.
 28. The twenty-eighth principle is that the law of nature is the law of the decrees.
 29. The twenty-ninth principle is that the law of nature is the law of the edicts.
 30. The thirtieth principle is that the law of nature is the law of the ordinances.
 31. The thirty-first principle is that the law of nature is the law of the regulations.
 32. The thirty-second principle is that the law of nature is the law of the orders.
 33. The thirty-third principle is that the law of nature is the law of the commands.
 34. The thirty-fourth principle is that the law of nature is the law of the prohibitions.
 35. The thirty-fifth principle is that the law of nature is the law of the permissions.
 36. The thirty-sixth principle is that the law of nature is the law of the dispensations.
 37. The thirty-seventh principle is that the law of nature is the law of the relaxations.
 38. The thirty-eighth principle is that the law of nature is the law of the exemptions.
 39. The thirty-ninth principle is that the law of nature is the law of the indulgences.
 40. The fortieth principle is that the law of nature is the law of the remissions.
 41. The forty-first principle is that the law of nature is the law of the pardons.
 42. The forty-second principle is that the law of nature is the law of the forgiveness.
 43. The forty-third principle is that the law of nature is the law of the reconciliation.
 44. The forty-fourth principle is that the law of nature is the law of the absolution.
 45. The forty-fifth principle is that the law of nature is the law of the acquittal.
 46. The forty-sixth principle is that the law of nature is the law of the discharge.
 47. The forty-seventh principle is that the law of nature is the law of the release.
 48. The forty-eighth principle is that the law of nature is the law of the liberation.
 49. The forty-ninth principle is that the law of nature is the law of the freedom.
 50. The fiftieth principle is that the law of nature is the law of the independence.
 51. The fifty-first principle is that the law of nature is the law of the sovereignty.
 52. The fifty-second principle is that the law of nature is the law of the supremacy.
 53. The fifty-third principle is that the law of nature is the law of the dominion.
 54. The fifty-fourth principle is that the law of nature is the law of the jurisdiction.
 55. The fifty-fifth principle is that the law of nature is the law of the authority.
 56. The fifty-sixth principle is that the law of nature is the law of the power.
 57. The fifty-seventh principle is that the law of nature is the law of the influence.
 58. The fifty-eighth principle is that the law of nature is the law of the control.
 59. The fifty-ninth principle is that the law of nature is the law of the management.
 60. The sixtieth principle is that the law of nature is the law of the direction.
 61. The sixty-first principle is that the law of nature is the law of the guidance.
 62. The sixty-second principle is that the law of nature is the law of the instruction.
 63. The sixty-third principle is that the law of nature is the law of the teaching.
 64. The sixty-fourth principle is that the law of nature is the law of the learning.
 65. The sixty-fifth principle is that the law of nature is the law of the knowledge.
 66. The sixty-sixth principle is that the law of nature is the law of the wisdom.
 67. The sixty-seventh principle is that the law of nature is the law of the understanding.
 68. The sixty-eighth principle is that the law of nature is the law of the insight.
 69. The sixty-ninth principle is that the law of nature is the law of the perception.
 70. The seventieth principle is that the law of nature is the law of the comprehension.
 71. The seventy-first principle is that the law of nature is the law of the apprehension.
 72. The seventy-second principle is that the law of nature is the law of the cognition.
 73. The seventy-third principle is that the law of nature is the law of the recognition.
 74. The seventy-fourth principle is that the law of nature is the law of the identification.
 75. The seventy-fifth principle is that the law of nature is the law of the discrimination.
 76. The seventy-sixth principle is that the law of nature is the law of the distinction.
 77. The seventy-seventh principle is that the law of nature is the law of the separation.
 78. The seventy-eighth principle is that the law of nature is the law of the division.
 79. The seventy-ninth principle is that the law of nature is the law of the partition.
 80. The eightieth principle is that the law of nature is the law of the distribution.
 81. The eighty-first principle is that the law of nature is the law of the allocation.
 82. The eighty-second principle is that the law of nature is the law of the assignment.
 83. The eighty-third principle is that the law of nature is the law of the designation.
 84. The eighty-fourth principle is that the law of nature is the law of the appointment.
 85. The eighty-fifth principle is that the law of nature is the law of the nomination.
 86. The eighty-sixth principle is that the law of nature is the law of the election.
 87. The eighty-seventh principle is that the law of nature is the law of the choice.
 88. The eighty-eighth principle is that the law of nature is the law of the selection.
 89. The eighty-ninth principle is that the law of nature is the law of the preference.
 90. The ninetieth principle is that the law of nature is the law of the favor.
 91. The ninety-first principle is that the law of nature is the law of the grace.
 92. The ninety-second principle is that the law of nature is the law of the mercy.
 93. The ninety-third principle is that the law of nature is the law of the kindness.
 94. The ninety-fourth principle is that the law of nature is the law of the gentleness.
 95. The ninety-fifth principle is that the law of nature is the law of the meekness.
 96. The ninety-sixth principle is that the law of nature is the law of the mildness.
 97. The ninety-seventh principle is that the law of nature is the law of the sweetness.
 98. The ninety-eighth principle is that the law of nature is the law of the pleasantness.
 99. The ninety-ninth principle is that the law of nature is the law of the agreeableness.
 100. The hundredth principle is that the law of nature is the law of the loveliness.
 101. The hundred and first principle is that the law of nature is the law of the beauty.
 102. The hundred and second principle is that the law of nature is the law of the attractiveness.
 103. The hundred and third principle is that the law of nature is the law of the charm.
 104. The hundred and fourth principle is that the law of nature is the law of the allure.
 105. The hundred and fifth principle is that the law of nature is the law of the entice.
 106. The hundred and sixth principle is that the law of nature is the law of the seduce.
 107. The hundred and seventh principle is that the law of nature is the law of the tempt.
 108. The hundred and eighth principle is that the law of nature is the law of the lure.
 109. The hundred and ninth principle is that the law of nature is the law of the beguile.
 110. The hundred and tenth principle is that the law of nature is the law of the ensnare.
 111. The hundred and eleventh principle is that the law of nature is the law of the ensnare.
 112. The hundred and twelfth principle is that the law of nature is the law of the ensnare.
 113. The hundred and thirteenth principle is that the law of nature is the law of the ensnare.
 114. The hundred and fourteenth principle is that the law of nature is the law of the ensnare.
 115. The hundred and fifteenth principle is that the law of nature is the law of the ensnare.
 116. The hundred and sixteenth principle is that the law of nature is the law of the ensnare.
 117. The hundred and seventeenth principle is that the law of nature is the law of the ensnare.
 118. The hundred and eighteenth principle is that the law of nature is the law of the ensnare.
 119. The hundred and nineteenth principle is that the law of nature is the law of the ensnare.
 120. The hundred and twentieth principle is that the law of nature is the law of the ensnare.
 121. The hundred and twenty-first principle is that the law of nature is the law of the ensnare.
 122. The hundred and twenty-second principle is that the law of nature is the law of the ensnare.
 123. The hundred and twenty-third principle is that the law of nature is the law of the ensnare.
 124. The hundred and twenty-fourth principle is that the law of nature is the law of the ensnare.
 125. The hundred and twenty-fifth principle is that the law of nature is the law of the ensnare.
 126. The hundred and twenty-sixth principle is that the law of nature is the law of the ensnare.
 127. The hundred and twenty-seventh principle is that the law of nature is the law of the ensnare.
 128. The hundred and twenty-eighth principle is that the law of nature is the law of the ensnare.
 129. The hundred and twenty-ninth principle is that the law of nature is the law of the ensnare.
 130. The hundred and thirtieth principle is that the law of nature is the law of the ensnare.
 131. The hundred and thirty-first principle is that the law of nature is the law of the ensnare.
 132. The hundred and thirty-second principle is that the law of nature is the law of the ensnare.
 133. The hundred and thirty-third principle is that the law of nature is the law of the ensnare.
 134. The hundred and thirty-fourth principle is that the law of nature is the law of the ensnare.
 135. The hundred and thirty-fifth principle is that the law of nature is the law of the ensnare.
 136. The hundred and thirty-sixth principle is that the law of nature is the law of the ensnare.
 137. The hundred and thirty-seventh principle is that the law of nature is the law of the ensnare.
 138. The hundred and thirty-eighth principle is that the law of nature is the law of the ensnare.
 139. The hundred and thirty-ninth principle is that the law of nature is the law of the ensnare.
 140. The hundred and fortieth principle is that the law of nature is the law of the ensnare.
 141. The hundred and forty-first principle is that the law of nature is the law of the ensnare.
 142. The hundred and forty-second principle is that the law of nature is the law of the ensnare.
 143. The hundred and forty-third principle is that the law of nature is the law of the ensnare.
 144. The hundred and forty-fourth principle is that the law of nature is the law of the ensnare.
 145. The hundred and forty-fifth principle is that the law of nature is the law of the ensnare.
 146. The hundred and forty-sixth principle is that the law of nature is the law of the ensnare.
 147. The hundred and forty-seventh principle is that the law of nature is the law of the ensnare.
 148. The hundred and forty-eighth principle is that the law of nature is the law of the ensnare.
 149. The hundred and forty-ninth principle is that the law of nature is the law of the ensnare.
 150. The hundred and fiftieth principle is that the law of nature is the law of the ensnare.
 151. The hundred and fifty-first principle is that the law of nature is the law of the ensnare.
 152. The

4 - The first of the three - by which we are to know
the quantity of water in the system - is the amount of rain
which falls upon it - and is the most important factor in
the determination of the climate of the country.

- The first of the series of the series the
 - The second of the series of the series the
 - The third of the series of the series the

2. The same is also found in the same place
 3. The same is also found in the same place
 4. The same is also found in the same place
 5. The same is also found in the same place
 6. The same is also found in the same place
 7. The same is also found in the same place
 8. The same is also found in the same place
 9. The same is also found in the same place
 10. The same is also found in the same place

[Faint handwritten notes, possibly bleed-through from the reverse side.]

1. The more interesting I find the more I am inclined to
write, and the more I write the more I am inclined to write.

over

...the
... ..
... ..

1. 9/14/49
40.
2. 2/1/49
3. 2/1/49

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1. 2/1/49
2. 2/1/49
3. 2/1/49

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3. 2/1/49
4. 2/1/49
5. 2/1/49

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6. 2/1/49
7. 2/1/49
8. 2/1/49

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9. 2/1/49
10. 2/1/49
11. 2/1/49

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12500-

12 June - I am often than the sound of a tinkling of money, bank
 1 Mar 45.
 5 July 26.
 2 May 73.
 10 May 80.
 2 Aug 87.
 12 Oct 88.
 Notes, & bills of exchange, which are transferable by
 delivery - the whole of the property being given the paper
 of property, it being a currency of which the holder
 is supposed to be the rightful owner -

2. - Where goods are stored, if the Province or Union
are paying interest on the stock, the Province or Union
will receive more from the Province or the County - See it
of course -

— — — — —

1890

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

1870

Tea

1848
1849
1850

1851
1852
1853
1854

For what things
Trove lies

1855
1856
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1863

1864

10000 - The number of the number of the 222. The 10000
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2000

1855

1855

Of the Pleadings.

1855

1855

1855

1855

1855

The first of these is the plea of non est, which is a denial of the fact that the plaintiff is the owner of the property in dispute. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The second plea is the plea of non assumpsit, which is a denial of the fact that the defendant has assumed the obligation to perform the contract. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The third plea is the plea of non est, which is a denial of the fact that the plaintiff is the owner of the property in dispute. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The fourth plea is the plea of non assumpsit, which is a denial of the fact that the defendant has assumed the obligation to perform the contract. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The fifth plea is the plea of non est, which is a denial of the fact that the plaintiff is the owner of the property in dispute. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The sixth plea is the plea of non assumpsit, which is a denial of the fact that the defendant has assumed the obligation to perform the contract. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The seventh plea is the plea of non est, which is a denial of the fact that the plaintiff is the owner of the property in dispute. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The eighth plea is the plea of non assumpsit, which is a denial of the fact that the defendant has assumed the obligation to perform the contract. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The ninth plea is the plea of non est, which is a denial of the fact that the plaintiff is the owner of the property in dispute. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge. The tenth plea is the plea of non assumpsit, which is a denial of the fact that the defendant has assumed the obligation to perform the contract. This plea is only available in cases where the plaintiff is claiming a right in property which is not subject to a mortgage or other charge.

Lower

116. 4.
12. 8.
13. 12.
14. 400

17 5.14
18 5.15
19 5.16
20 5.17

ms. B.5.88.
of c. 145.

Idem 480.

re Pleadings
lefts part

5 June 5.
C. 3.56
incl. 105.

5 20 45
 30 1 8
 0 5 1 3.
 2 1 10 8.

30 190.
9 2. 193
18 . . .

Optimum

London 28 May

Of an Assault.

1000

1000
H. 3
c. 1000
c. 1000

10. 12. 1845.
E. d. 112.

32722

1 Hush 33.

2 of 33.

Bakery-

23.3.24

6.11.14

17.11.14

33.3.24

17.11.14

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33.3.24

Menace.

1 - The object of the law is to protect the public from the effects of violence.

2 - The law is to protect the public from the effects of violence.

3 - The law is to protect the public from the effects of violence.

4 - The law is to protect the public from the effects of violence.

5 - The law is to protect the public from the effects of violence.

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21 - The law is to protect the public from the effects of violence.

22 - The law is to protect the public from the effects of violence.

23 - The law is to protect the public from the effects of violence.

1. 2nd

When this action lies -

When this action lies -

1. 186

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Battery

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1861

282

9. 6. 9.

5

2. 1/2
6 1/2
2. 1/2

1327:6

85.26.
4.30.

- 1 - *There are no fossils in the upper part.*

22: - - - - -

1891

[Faint handwritten notes at the bottom of the page]

1. 1916 - 1917 - 1918 - 1919 - 1920 - 1921 - 1922 - 1923 - 1924 - 1925 - 1926 - 1927 - 1928 - 1929 - 1930 - 1931 - 1932 - 1933 - 1934 - 1935 - 1936 - 1937 - 1938 - 1939 - 1940 - 1941 - 1942 - 1943 - 1944 - 1945 - 1946 - 1947 - 1948 - 1949 - 1950 - 1951 - 1952 - 1953 - 1954 - 1955 - 1956 - 1957 - 1958 - 1959 - 1960 - 1961 - 1962 - 1963 - 1964 - 1965 - 1966 - 1967 - 1968 - 1969 - 1970 - 1971 - 1972 - 1973 - 1974 - 1975 - 1976 - 1977 - 1978 - 1979 - 1980 - 1981 - 1982 - 1983 - 1984 - 1985 - 1986 - 1987 - 1988 - 1989 - 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100 - 2101 - 2102 - 2103 - 2104 - 2105 - 2106 - 2107 - 2108 - 2109 - 2110 - 2111 - 2112 - 2113 - 2114 - 2115 - 2116 - 2117 - 2118 - 2119 - 2120 - 2121 - 2122 - 2123 - 2124 - 2125 - 2126 - 2127 - 2128 - 2129 - 2130 - 2131 - 2132 - 2133 - 2134 - 2135 - 2136 - 2137 - 2138 - 2139 - 2140 - 2141 - 2142 - 2143 - 2144 - 2145 - 2146 - 2147 - 2148 - 2149 - 2150 - 2151 - 2152 - 2153 - 2154 - 2155 - 2156 - 2157 - 2158 - 2159 - 2160 - 2161 - 2162 - 2163 - 2164 - 2165 - 2166 - 2167 - 2168 - 2169 - 2170 - 2171 - 2172 - 2173 - 2174 - 2175 - 2176 - 2177 - 2178 - 2179 - 2180 - 2181 - 2182 - 2183 - 2184 - 2185 - 2186 - 2187 - 2188 - 2189 - 2190 - 2191 - 2192 - 2193 - 2194 - 2195 - 2196 - 2197 - 2198 - 2199 - 2200 - 2201 - 2202 - 2203 - 2204 - 2205 - 2206 - 2207 - 2208 - 2209 - 2210 - 2211 - 2212 - 2213 - 2214 - 2215 - 2216 - 2217 - 2218 - 2219 - 2220 - 2221 - 2222 - 2223 - 2224 - 2225 - 2226 - 2227 - 2228 - 2229 - 2230 - 2231 - 2232 - 2233 - 2234 - 2235 - 2236 - 2237 - 2238 - 2239 - 2240 - 2241 - 2242 - 2243 - 2244 - 2245 - 2246 - 2247 - 2248 - 2249 - 2250 - 2251 - 2252 - 2253 - 2254 - 2255 - 2256 - 2257 - 2258 - 2259 - 2260 - 2261 - 2262 - 2263 - 2264 - 2265 - 2266 - 2267 - 2268 - 2269 - 2270 - 2271 - 2272 - 2273 - 2274 - 2275 - 2276 - 2277 - 2278 - 2279 - 2280 - 2281 - 2282 - 2283 - 2284 - 2285 - 2286 - 2287 - 2288 - 2289 - 2290 - 2291 - 2292 - 2293 - 2294 - 2295 - 2296 - 2297 - 2298 - 2299 - 2300 - 2301 - 2302 - 2303 - 2304 - 2305 - 2306 - 2307 - 2308 - 2309 - 2310 - 2311 - 2312 - 2313 - 2314 - 2315 - 2316 - 2317 - 2318 - 2319 - 2320 - 2321 - 2322 - 2323 - 2324 - 2325 - 2326 - 2327 - 2328 - 2329 - 2330 - 2331 - 2332 - 2333 - 2334 - 2335 - 2336 - 2337 - 2338 - 2339 - 2340 - 2341 - 2342 - 2343 - 2344 - 2345 - 2346 - 2347 - 2348 - 2349 - 2350 - 2351 - 2352 - 2353 - 2354 - 2355 - 2356 - 2357 - 2358 - 2359 - 2360 - 2361 - 2362 - 2363 - 2364 - 2365 - 2366 - 2367 - 2368 - 2369 - 2370 - 2371 - 2372 - 2373 - 2374 - 2375 - 2376 - 2377 - 2378 - 2379 - 2380 - 2381 - 2382 - 2383 - 2384 - 2385 - 2386 - 2387 - 2388 - 2389 - 2390 - 2391 - 2392 - 2393 - 2394 - 2395 - 2396 - 2397 - 2398 - 2399 - 2400 - 2401 - 2402 - 2403 - 2404 - 2405 - 2406 - 2407 - 2408 - 2409 - 2410 - 2411 - 2412 - 2413 - 2414 - 2415 - 2416 - 2417 - 2418 - 2419 - 2420 - 2421 - 2422 - 2423 - 2424 - 2425 - 2426 - 2427 - 2428 - 2429 - 2430 - 2431 - 2432 - 2433 - 2434 - 2435 - 2436 - 2437 - 2438 - 2439 - 2440 - 2441 - 2442 - 2443 - 2444 - 2445 - 2446 - 2447 - 2448 - 2449 - 2450 - 2451 - 2452 - 2453 - 2454 - 2455 - 2456 - 2457 - 2458 - 2459 - 2460 - 2461 - 2462 - 2463 - 2464 - 2465 - 2466 - 2467 - 2468 - 2469 - 2470 - 2471 - 2472 - 2473 - 2474 - 2475 - 2476 - 2477 - 2478 - 2479 - 2480 - 2481 - 2482 - 2483 - 2484 - 2485 - 2486 - 2487 - 2488 - 2489 - 2490 - 2491 - 2492 - 2493 - 2494 - 2495 - 2496 - 2497 - 2498 - 2499 - 2500 - 2501 - 2502 - 2503 - 2504 - 2505 - 2506 - 2507 - 2508 - 2509 - 2510 - 2511 - 2512 - 2513 - 2514 - 2515 - 2516 - 2517 - 2518 - 2519 - 2520 - 2521 - 2522 - 2523 - 2524 - 2525 - 2526 - 2527 - 2528 - 2529 - 2530 - 2531 - 2532 - 2533 - 2534 - 2535 - 2536 - 2537 - 2538 - 2539 - 2540 - 2541 - 2542 - 2543 - 2544 - 2545 - 2546 - 2547 - 2548 - 2549 - 2550 - 2551 - 2552 - 2553 - 2554 - 2555 - 2556 - 2557 - 2558 - 2559 - 2560 - 2561 - 2562 - 2563 - 2564 - 2565 - 2566 - 2567 - 2568 - 2569 - 2570 - 2571 - 2572 - 2573 - 2574 - 2575 - 2576 - 2577 - 2578 - 2579 - 2580 - 2581 - 2582 - 2583 - 2584 - 2585 - 2586 - 2587 - 2588 - 2589 - 2590 - 2591 - 2592 - 2593 - 2594 - 2595 - 2596 - 2597 -

1. In the first case, the first term is the only one that remains.

10. The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the City of New York, for the year 1901:

— 10 —

[Faint handwritten notes at the bottom of the page]

[Faint handwritten notes at the bottom of the page]

on 12/1/20, a female black cat was seen in the office

Continued by W. C. Miller, August 1890

1891

4-10-1919

August 10, 1891. Tuesday. A fine day. Windy.

1st - The first thing I noticed when I stepped
 out of the boat - on my way to the shore -
 2nd - Upon reaching the shore I found the
 situation, such as it was, to be a little
 different from what I had expected - The
 water was very shallow - The sand was very
 soft - The wind was very strong - The
 sun was very hot - The air was very
 thick - The people were very friendly -
 The food was very good - The drink was
 very refreshing - The whole was a
 very pleasant surprise.

1st 3/8.
 2nd 1/8.

Of the Damages.

1st 10.
 2nd 10.
 3rd 10.

1 - The first thing I noticed when I stepped
 out of the boat - on my way to the shore -
 2 - The water was very shallow - The sand was very
 soft - The wind was very strong - The sun was very
 hot - The air was very thick - The people were very
 friendly - The food was very good - The drink was
 very refreshing - The whole was a very pleasant
 surprise.

1st 10.
 2nd 10.
 3rd 10.

3 - The third thing I noticed when I stepped
 out of the boat - on my way to the shore -
 4 - The water was very shallow - The sand was very
 soft - The wind was very strong - The sun was very
 hot - The air was very thick - The people were very
 friendly - The food was very good - The drink was
 very refreshing - The whole was a very pleasant
 surprise.

1st 10.
 2nd 10.
 3rd 10.

5 - The fifth thing I noticed when I stepped
 out of the boat - on my way to the shore -
 6 - The water was very shallow - The sand was very
 soft - The wind was very strong - The sun was very
 hot - The air was very thick - The people were very
 friendly - The food was very good - The drink was
 very refreshing - The whole was a very pleasant
 surprise.

Saturday

In the morning I went to the market and
the afternoon I spent in the library.
Received a letter from Mr. [unclear] in the
evening. - 07

Mr. [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]

70 L. L.

con

"The 18th Nov"

Nature of
The Action

The action is for the recovery of the sum of £1000
plus interest and costs. The plaintiff claims that the
defendant has wrongfully taken possession of the property
and has wrongfully sold it to a third party.

The Requisites

1. The plaintiff must show that he is the owner of the property.
2. The plaintiff must show that the defendant has wrongfully taken possession of the property.

2008.
1. 333.
1. 333.

3. The plaintiff must show that the defendant has wrongfully sold the property to a third party.
4. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.

5. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.
6. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.
7. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.

Liability of
Courts

8. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.
9. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.
10. The plaintiff must show that the defendant has wrongfully taken possession of the property and has wrongfully sold it to a third party.

100

OF Exceptions.
from Arrest.

14. 15. 16.

Deposition

Exhibits
1000
8-1-30

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... ..
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... ..

Ability of
Officers.

8-2-54
8-2-55
8-2-56
8-2-57
8-2-58
8-2-59

... ..
... ..
... ..
... ..

8-7 There Officer is justified in making an arrest

8-1-30
8-1-31
8-1-32
8-1-33

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8-1-34
8-1-35
8-1-36
8-1-37

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8-1-38
8-1-39
8-1-40
8-1-41

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Fin

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2.34.8
 2.34.8

5.1.66
 5.1.66

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2.34.8
 2.34.8
 2.34.8

2.34.8
 2.34.8
 2.34.8

1841

1- The Court of Chancery in the County of ...
2- The Court of Chancery in the County of ...
3- The Court of Chancery in the County of ...

1841
3. 381.
Eu 712.

4- The Court of Chancery in the County of ...
5- The Court of Chancery in the County of ...
6- The Court of Chancery in the County of ...

1841
Eu 354.

7- The Court of Chancery in the County of ...
8- The Court of Chancery in the County of ...
9- The Court of Chancery in the County of ...

1841
Eu 354.

10- The Court of Chancery in the County of ...
11- The Court of Chancery in the County of ...
12- The Court of Chancery in the County of ...

1841
Eu 354.

13- The Court of Chancery in the County of ...
14- The Court of Chancery in the County of ...
15- The Court of Chancery in the County of ...

1841
Eu 354.

16- The Court of Chancery in the County of ...
17- The Court of Chancery in the County of ...
18- The Court of Chancery in the County of ...

1841
Eu 354.

19- The Court of Chancery in the County of ...
20- The Court of Chancery in the County of ...
21- The Court of Chancery in the County of ...

2nd 672

2nd 672
5th 609

...the ...
...the ...
...the ...
...the ...
...the ...
...the ...
...the ...

2nd 498
5th 335

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...the ...
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2nd 404
5th 335

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...the ...
...the ...
...the ...
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...the ...
...the ...

2nd 498
5th 335

...the ...
...the ...
...the ...
...the ...
...the ...
...the ...
...the ...

And O
"The Imprisonment"



CC 2011 - 1. The first of the two is the nature of the building -
 2. The second is the nature of the building -
 3. The third is the nature of the building -

4. The fourth is the nature of the building -
 5. The fifth is the nature of the building -
 6. The sixth is the nature of the building -
 7. The seventh is the nature of the building -
 8. The eighth is the nature of the building -
 9. The ninth is the nature of the building -
 10. The tenth is the nature of the building -

11. The eleventh is the nature of the building -
 12. The twelfth is the nature of the building -
 13. The thirteenth is the nature of the building -
 14. The fourteenth is the nature of the building -
 15. The fifteenth is the nature of the building -

16. The sixteenth is the nature of the building -
 17. The seventeenth is the nature of the building -
 18. The eighteenth is the nature of the building -
 19. The nineteenth is the nature of the building -
 20. The twentieth is the nature of the building -

Dec 21st

which is the long hand of time, & for those which by
reasonable diligence & care he might have made

Of Receivers.

11. A Receiver is entitled in the bankruptcy to be
compensated for his services, & for the use of his office to the
debtor. - If he is entitled to no compensation for his
services, then if he is entitled to no compensation for the
use of his office, he is not entitled to any compensation
at all.

12. If the Receiver is a creditor of the bankrupt, & if he
is not a creditor of the bankrupt, he is not entitled to any
compensation for his services, & for the use of his office to the
debtor.

Vol 17 p 2.
1 Oct 10.

13. If a Receiver is entitled to no compensation for his
services, & if he is not a creditor of the bankrupt, he is not
entitled to any compensation for the use of his office to the
debtor.

Vol 17 p 2.
1 Oct 10.

14. On account of this distinction between the two cases,
a Receiver is not entitled to any compensation for his
services, & for the use of his office to the debtor, if he is
not a creditor of the bankrupt.

C. 21 p 10.
1 Oct 10.

15. This action being founded on a promise between the parties, the
plaintiff is entitled to recover the money, & the interest thereon.

RECORD

1. The first of these is a general principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

2. The second is a principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

3. The third is a principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

The mode of Proceeding-

4. The first of these is a principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

5. The second is a principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

6. The third is a principle of the law, which is that the law is a rule of conduct, and it is the duty of the courts to apply it to the facts of the case.

Account

0 was made in the house. The first 7 a. the morning. which
was made by the 1st of 7. -

2 - ...
B. 8. ...
1st of 7. -

Readings on
Deft's part.

1 - ...

2 - ...

B. 8.
1st of 7.

3 - ...

4 - ...

5 - ...

6 - ...

B. 8.
1st of 7.

7 - ...

8 - ...

9 - ...

1891

July 15 -
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July 16
1891

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July 17
1891

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100-101-
of the Auditor.

22
E.T.
807

25 - When the rain comes begins the fishing and fishing
may please to improve, water is high. I am going to
land & joined the crew must be again covered with the
Coast - by the 10th. However, and the account taken by a
long time in long & the rule is I am going to leave, since
I must go back to the Coast again & the time by the day in
the meaning of the rule, there is a short time there, one
official but the pleasure is to be left. Since the night
you confront, the one must be arrived before the time
again -

re Pleadings
ore Auditors.

M. 86.
 S. 100.
 Ideon. 21.

C. F. I am not certain how he should be treated in law
and he should be before the Court. I will be sure of this
thing.

^w - In addition to the plaster above the window is
a small one on the wall, being plastered in the center

115.
127.16.
82

1. Journal - Under the name "Duff" - from "Reception" -
 - a record of the "Duff" - a letter which was
 given to the "Duff" - Journal - a record of the "Duff"
 from the "Duff" - a "Duff" - a record of the "Duff"
 before the "Duff"

1884
 1885
 1886
 1887

5 - In the lower part of the section, the bed of the river is
formed by a single bed of sand, which is covered by a
thin layer of sand. The bed of the river is formed by a
single bed of sand, which is covered by a thin layer of sand.

1794

22 Nov. The above the incident that the party were
left at the by a transport, & in my absence - they were
sent to the distant south

CCC
80

1. Training in a good sleep routine to include the
solidly, some other in which, in the 10-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-104

$\frac{1}{2}$ 1/2

[illegible]

OF Allowances to
Dest. for losses.

12. 3.

2nd Edition
The Committee is advised we are to be of the same
character by public opinion, by the act of the Congress
by the other States, which would be a great advantage
to the Union, and it is also to be a great advantage
to the cause of the Union.

...

The above is a list of the names of the persons who
 have been named in the above list of names of persons
 who have been named in the above list of names of persons
 who have been named in the above list of names of persons

OF the Award
of the Auditors

The first of these is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

The second is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

1825. The third is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

1826. The fourth is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

1827. The fifth is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

1828. The sixth is the fact that the
 country is not a very fertile one. The
 soil is generally poor and the climate is
 very dry.

1885

175

10000

[Faint, illegible handwritten notes]

14210
14211

D. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -

14210

D. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 14210 - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 14210 - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -

Cases in which
this Action lies

1. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 2. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 3. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -

14210

4. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 5. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -
 6. - If the thing is to be done at the first day, the value of the goods when they are sold by the owner to the buyer, there may be a difference on -

250 - I have not, must become the law, which he has
demanded in his own

17th. 244.
8. 3. 185.
Dag. 0111.

2 - The large ... obsolete & the
other objection, that ... must recover the whole
sum demanded or nothing has ceased altogether -
O - with the action of ... has been long ...
... in a ... difficulty ...
... but lately ... has come into ...
... -

17th. 244.
8. 3. 185.
Dag. 0111.

11 - I think in the ...
... of the original ... but agt. him self
... this rule continues ...
... since ... to ...

16th. 244.
8. 3. 185.
Dag. 0111.

2 - I think ...
... the ...
... can be no doubt ...
... certain ...
... -

17th. 244.
8. 3. 185.
Dag. 0111.

4 - That ...
... is ...
... is ...
... is ...
10 - ...

20 - 9885 in the way to the corner where you finally reached
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[illegible]

So the little story, to keep near the heart is
 to be the only person in the world.

Mr. Deane's treatment of the same stone is so contrast
and the circumstances implies. Little doubt is
there is the same thing of another stone is
Germanian piece is given by the

[illegible]

Leit-

...with a
... ..
... ..

copy 86.

... ..
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... ..

1/2 sec 00.
2. 1/2 sec 00.
4. 1/2 sec 00.

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1/2 sec 00.

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4. 1/2 sec 00.
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Where Debt
is the only remedy.

§ 1. - This is the only remedy which is available in the courts of the United States. It is where a judgment has been rendered by a court of the United States and the debt has been satisfied.

Of Erroneous judgments.

§ 2. - The question of erroneous judgments is one of the most important in the law. It is a question which has been the subject of much discussion and has been the cause of many errors. The law is not settled on this point and it is a question which is still open.

Of Void judgments.

§ 3. - A judgment is void if it is rendered by a court which has no jurisdiction of the subject matter or of the parties. It is also void if it is rendered by a court which is not a court of the United States. The law is not settled on this point and it is a question which is still open.

Judgments of other States.

§ 4. - The question of judgments of other States is one of the most important in the law. It is a question which has been the subject of much discussion and has been the cause of many errors. The law is not settled on this point and it is a question which is still open.

Feb

is to be considered as a judgment, and is to be
in the State where it is made? There has been some
evidence of it in the States of New York & Ohio -
- But this question has been settled by the Supreme

March 26.
1842

Court of the U.S. - that the judgment of a State Court
is not a valid title to land in any other
State within the U.S. - it has in the State where

it was rendered. & that whatever plea or pleas would
be good to an action thereon in the State where it was
rendered. No other plea, can be pleaded in another
State. The decisions in Penn. & Mich. have been in
accordance with this rule -

It follows from this rule that if a judgment is made
in one State, the plaintiff cannot sue in another State for
the same debt or claim -

Foreign judgment.

Done 1.
1842.

It is now well settled law, that a judgment made
in a foreign country is not a valid title to land in this
country. Hence an action is not maintainable there
on a foreign judgment. But the Defendant is bound to
the whole original debt, the same as if he had paid the
judgment. This is a principle of law, which is not
subjected to the discretion of the Court.

12-9-41.

It is a principle of law, which is not
subjected to the discretion of the Court. It is a
principle of law, which is not subjected to the
discretion of the Court.

25

The 7th week in the 10th class, in the
the foreign, just as the 10th class.

2) - There is one more distinction as to how you can find it - when you act on it here, in a foreign land, the substance is there - but when a foreign land!

... more like a defence. It is a conclusive and judicious.

21. 1864. The name of the district

is that where an action is brought to enforce a lien on
property, the 19th Amendment limits the right to
the United States District in 2nd State Court, but a Federal Court
in a 1st State Court will have no jurisdiction in such cases
unless jurisdiction is given to the decision of one Court.

O. p. velutina, London, inst. Mus. Tel. 1890

Aug. 6. took a good place, up till the 7th. Found it - the water
just below a dam. It was dark water in the sun
- like the water at the dam, which was white.

Aug 456. The return of the 1st of the present with the
and a second indg. - the latter has not been made in
an indg. - of the same County -

3 - Where a recovery in Leo's part on a previous ind.
is shown, further title is lost to the new County.

Debi & Indebita.
-tus Assumpsit.

13.

Aug. 13. Wie gestern und besonders sehr wie
sonst.

701-

10 - But this is not universally true - the action of salt will not be so much confined to moisture; the collection is a vast diff - & there may have been other things which, but for the collection, would have been money had they been a true reaction for fine water -

11-4-18. ... the prospect of B. breeding

$\frac{968}{1010} \times 100\% = 95.84\%$

could not be made. However, they have continued in relation
up to the second of March, but will not

[illegible]

used by
gⁿ Attach^t

3. - I adopt entirely the former settlement & it will be the ground on which the only direct settlement is to leave the title of an American citizen - & nothing -

1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 25

5. The *in situ* in situ in situ in situ in situ

of Due Bills.

De Recognisances

[illegible]

The reason is that the Government has neglected to
improve this station to provide the public with

H. v. 100.
H. v. 550.
H. v. 550.
H. v. 14.

2nd - The estate will not be sold - I therefore propose
that they be given by him on 25th, while they remain
in value for want of purchasers. But the be. is
now not sufficient to do this. The estate is
not sold, and will not be sold for want
of the be. -

2. 10. 11
1. 11. 11
1. 11. 11

401-206.
O.S. 5 1/2
- 5 - 9 - 7 -

1881
1882

1883

Pleadings

1884
1885
1886

On the 1st day of January 1881 the court in
the case of the People vs. the People
in the County of Cook Illinois
with the State of Illinois as the defendant
the Court do hereby order that the
case be continued to the 1st day of February
1881 at 10 o'clock in the forenoon
at the Court House in the City of Chicago
Illinois.

And the Court do hereby order that the
case be continued to the 1st day of March
1881 at 10 o'clock in the forenoon
at the Court House in the City of Chicago
Illinois. And the Court do hereby order that
the case be continued to the 1st day of April
1881 at 10 o'clock in the forenoon
at the Court House in the City of Chicago
Illinois. And the Court do hereby order that
the case be continued to the 1st day of May
1881 at 10 o'clock in the forenoon
at the Court House in the City of Chicago
Illinois.

And the Court do hereby order that

the case be continued to the 1st day of June

111

111

When it lies

Nature of the
Action

Of Judgment
in this Action

The first part of the paper is a
statement of the facts of the case
as they appear from the evidence
presented to the court. The second
part is a statement of the law
as it applies to the facts of the
case. The third part is a statement
of the court's opinion as to the
result of the case. The fourth
part is a statement of the court's
reasons for its opinion. The fifth
part is a statement of the court's
order as to the judgment to be
entered in the case. The sixth
part is a statement of the court's
order as to the costs of the case.
The seventh part is a statement
of the court's order as to the
execution of the judgment. The
eighth part is a statement of the
court's order as to the appeal from
the judgment. The ninth part is
a statement of the court's order
as to the writ of habeas corpus.
The tenth part is a statement of
the court's order as to the writ
of certiorari. The eleventh part
is a statement of the court's order
as to the writ of mandamus. The
twelfth part is a statement of the
court's order as to the writ of
prohibition. The thirteenth part
is a statement of the court's order
as to the writ of quo warranto.
The fourteenth part is a statement
of the court's order as to the writ
of scire facias. The fifteenth part
is a statement of the court's order
as to the writ of return of the
writ. The sixteenth part is a
statement of the court's order as
to the writ of return of the writ.
The seventeenth part is a statement
of the court's order as to the writ
of return of the writ. The
eighteenth part is a statement of
the court's order as to the writ
of return of the writ. The
nineteenth part is a statement of
the court's order as to the writ
of return of the writ. The
twentieth part is a statement of
the court's order as to the writ
of return of the writ.

2d B.
vol. 13.

2d B.
vol. 13.

1st B.
vol. 13.

2. 10. 1844

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August

1. I have been thinking of the nature of the

2. I have been thinking of the nature of the

John 21.
Rom. 11.
Cor. 1. 13.
Pro. 4. 4.
Mat. 23. 2.

3. I have been thinking of the nature of the

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1852

N. Macgregoriae (Macgregor) Macgregor

Dec. 83.
The City

[illegible][illegible]

18. By an agreement with the Government, the
the Government has agreed to purchase the
all the land in the reservation for the purpose of
the establishment of the reservation.

The effect of unit of
an Averm^t of Notice
Request if necessary

83

4. The next day, however, a heavy rain
set in, and the water was so high that it was
impossible to go to the mill. The water was so
high that it was impossible to go to the mill.

[illegible]

2. 1. 18.

10. When the temperature is low, the rate of change
 is not so great as when it is high.

Sept 1

The first of the month is a fine day in London
 & the 2nd of the month is a fine day in London
 and the 3rd of the month is a fine day in London
 and the 4th of the month is a fine day in London
 and the 5th of the month is a fine day in London
 and the 6th of the month is a fine day in London
 and the 7th of the month is a fine day in London
 and the 8th of the month is a fine day in London
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 and the 27th of the month is a fine day in London
 and the 28th of the month is a fine day in London
 and the 29th of the month is a fine day in London
 and the 30th of the month is a fine day in London
 and the 31st of the month is a fine day in London

Sept 18

1801

Mr. C. H. H. H.

1844

1844

Constitutional Rights

1 Of Sheriffs.

nature of
Office.

4. Dec. 1844.
1. Dec. 1844.

1. Dec. 1844.

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1. Dec. 1844.

1. Dec. 1844.

1 - The Commission of the Peace is hereby...

Y. C. 1840.
J. C. 1841.
J. C. 1842.
J. C. 1843.

2 - The Commission of the Peace is hereby...

Deputies or
other Shks
J. C. 1843.
J. C. 1844.
J. C. 1845.

3 - The Commission of the Peace is hereby...

Shks C. 1841.

4 - The Commission of the Peace is hereby...

Shks C. 1846.
J. C. 1847.
J. C. 1848.
J. C. 1849.

5 - The Commission of the Peace is hereby...

Shks C. 1841.

6 - The Commission of the Peace is hereby...

Shks C. 1843.
J. C. 1844.
J. C. 1845.

7 - The Commission of the Peace is hereby...

Shks C. 1842.

8 - The Commission of the Peace is hereby...

July 26

July 27

July 28

July 29

July 30

Aug 1

Aug 2

Aug 3

Aug 4

Aug 5

Aug 6

Aug 7

III. Grasshoppers

Aug 8

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1870

Jan 22.
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For the purpose of the ...

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For the purpose of the ...

[illegible]

^{+ has +} d - The introduction in this case but he sent them as
the object of his service -

Authority. The Hon. the Secy. of the Interior, Washington, D.C.
July 10, 1891.
To the Hon. the Secy. of the Interior, Washington, D.C.
Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst., and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

At a Ministerial Conference to me, to report the
line in accordance to the Command of some of your
officers - the Executive Officer is one who goes to
the line in the first instance -

keeper of
Peace.

11. C.3.

1K-22

I have not been in the place, so nothing
has been done in the house.

[illegible]

18- The same power is given to a Justice of the Peace to take a magistrates summons, to a person without warrant at his place of abode, or before a magistrate, or to command the officer of the court to take him, if he will, to the court.

20- The same power is given to Constables in their respective towns.

As a Ministerial Officer-

1851. 244
43 ac 449
How. 74

1. II. As a Ministerial Officer: He is bound to execute all legal process regularly directed to him in a civil or criminal case by the party aggrieved.

2. He is bound to return the same to the court.

3. He is bound to return the same to the court.

Duty making Arrest of Bowet

1851. 244
43 ac 449
How. 74

1. He is bound to return the same to the court.

[Faint handwritten notes, possibly bleed-through from the reverse side.]

[illegible][illegible][illegible]

5 May 1860
 8 May 1860
 6 May 1860
 7 May 1860

70.86.1 - 1910 - 1911 - 1912 - 1913 - 1914 - 1915

July 110.

A writ, unless the defect of jurisdiction appears
by the face of the process.

July 110.

On writs of habeas corpus - the writ is granted
if the prisoner is not lawfully detained.

July 110.

in such cases the writ is granted - and the
prisoner is discharged - unless the writ is
granted - and the writ is granted -

The writ of habeas corpus is granted - and the
prisoner is discharged - unless the writ is
granted - and the writ is granted -

On writs of habeas corpus - the writ is granted
if the prisoner is not lawfully detained - and the
prisoner is discharged - unless the writ is
granted - and the writ is granted -

On writs of habeas corpus - the writ is granted
if the prisoner is not lawfully detained - and the
prisoner is discharged - unless the writ is
granted - and the writ is granted -

8. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

4. 31. 27.
 S. 200. 27.

9. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

4. 31. 27.
 S. 200. 27.
 S. 200. 27.

10. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

4. 31. 27.
 S. 200. 27.
 S. 200. 27.

11. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

4. 31. 27.
 S. 200. 27.
 S. 200. 27.

12. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

4. 31. 27.
 S. 200. 27.
 S. 200. 27.

13. The man, who, in the case of a man, is not
 confined in a cell, but is allowed to go out of the prison
 to work, the prisoner in his own clothes, and in his
 own name, is not, S. 200. 27.

Exercise

73- The arrest is at the window in authority of the officer to whom the writ or warrant is directed. But it cannot be in compliance of the officer's duty unless, but the arrest must be made in the name of the law - but the officer need not be actually present in the light - it is sufficient if he is within view of the same object. (Art. 8 p. 1) -

74- The arrest is a forcible seizure (see p. 1) the officer is not chargeable for an escape if he lets the prisoner go at large - but

75- If the arrest is made by breaking the outer door of a house of a dwelling house - see p. 2 - Art. 9

76- If the officer having opportunity to take the defendant to arrest him - the latter eventually escapes - but the officer is liable in case of neglect of duty - but he may escape -

77- Of the different kinds of escapes - escapes are of two kinds - 1. Voluntary escapes & 2. Negligent escapes - A voluntary escape is one which takes place with the consent of the prisoner or officer - Negligent escapes are such escapes without their consent -

78- Every person committed to prison is to be kept in close custody - if then the officer suffers him to leave the limits of the prison for any moment, he is guilty of an escape -

2d. 235.
3d. 231.
4th 2. 204.

2d. 235.
3d. 231.
4th 2. 204.

2d. 235.
3d. 231.
4th 2. 204.

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4th 2. 204.

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3d. 231.
4th 2. 204.

2d. 235.
3d. 231.
4th 2. 204.

31. The motion for a writ of habeas corpus, and the writ of certiorari, are the only writs which the Supreme Court can issue.

Difference
of the
in the
process

1. Difference between writs on the one hand, and writs on the other hand, is that the writs on the one hand are writs of right, and the writs on the other hand are writs of grace.

2. The writ of habeas corpus is a writ of right, and the writ of certiorari is a writ of grace.

3. The writ of habeas corpus is a writ of right, and the writ of certiorari is a writ of grace.

4. The writ of habeas corpus is a writ of right, and the writ of certiorari is a writ of grace.

5. The writ of habeas corpus is a writ of right, and the writ of certiorari is a writ of grace.

6. The writ of habeas corpus is a writ of right, and the writ of certiorari is a writ of grace.

1811-1812

The first of these is the fact that the
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2. Another thing that is to be noted is the
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Of Rescues.

1. The first of these is the fact that the
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2. Another thing that is to be noted is the
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3. The third of these is the fact that the
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4. The fourth of these is the fact that the
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1844. 20.

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1844. 20.

1824

1. 10. 5. 9. 5. 9. 5. 9.

- Насел. 134.

1762.133

1) and 2) The number of days of the year in which the temperature is above 50° F. is 180 days.

Dr. L. is a physician - & says, the dog, was taken
in a hole, & was quite friendly to the
people, & did not bite him, & said "I am a dog."

[illegible]

18. The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1918.

... ..

Be not afraid of the Lord, for he is good and his love is everlasting.

6. 12. 11.
6. 12. 11.
6. 12. 11.

6-10 74.
6-11 106.
1-11 11.

11-12-1880

[Faint handwritten notes at the bottom of the page]

86 = Station 10, 100 yds. of the river into which it flows.

20. 10. 126. *Chamaecrista* *...*

St. Paul, Aug. 10. - The weather is taking us now

242.611.
12 Dec 1866

Size 180

1817. 15. 5.
1818. 12. 4.
1819. 8. 5.
1820. 4. 81.

The first of these is the most common and is found in the most fertile soil. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

1821. 3. 8. 4.
1822. 3. 8. 2.
1823. 3. 8. 0.
1824. 3. 8. 2. 106.
1825. 3. 1. 0.

The second of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

1826. 3. 8. 6.
1827. 3. 8. 0.
1828. 3. 8. 2. 136.

The third of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

1829. 3. 8. 4.
1830. 3. 8. 2.

The fourth of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

Not Base
and Favours
1831. 3. 8. 4.
1832. 3. 8. 2.
1833. 3. 8. 0.
1834. 3. 8. 2.
1835. 3. 8. 0.
1836. 3. 8. 2. 106.
1837. 3. 8. 0.

The fifth of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

1838. 3. 8. 2.
1839. 3. 8. 0.

The sixth of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

1840. 3. 8. 2.
1841. 3. 8. 0.
1842. 3. 8. 2. 106.

The seventh of these is a more common plant than the first. It is a small plant with a single stem and a few leaves. The flowers are small and white. The fruit is a small, round, green berry.

Shirley

Shirley. It is in the back of the hill to pass
 the same distance. It is a line of the Co. Sec.

Shirley
 Shirley
 Shirley

Spencer, Jr.

Will
"Entire Will is void"

See View.

1 - If on general issue in a will, the testator has an
express gift of personal estate, the gift is
valid, though the will is void, the gift is
of all legacies.

2 - If the will is void, the testator's personal estate
shall pass under the will in the same manner as if the will
were valid.

3 - If the testator has a personal estate, and the will is
void, the testator's personal estate shall pass under the will
in the same manner as if the will were valid, subject to
the provisions of the will.

Rules of the
Com. Law.

4 - If the testator has a personal estate, and the will is
void, the testator's personal estate shall pass under the will
in the same manner as if the will were valid, subject to
the provisions of the will, and the testator's personal estate
shall pass under the will in the same manner as if the will
were valid.

5 - The real estate of a testator shall pass under the will
in the same manner as if the will were valid, subject to
the provisions of the will, and the real estate shall pass
under the will in the same manner as if the will were
valid.

When he is finally seen, he goes up to the Ex. & Ex. and
 is accompanied by the Ex. & Ex.

12 - The Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and

13 - In Ex. the Ex. & Ex. are in the Ex. & Ex. and
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 the Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and

14 - The Ex. & Ex. are in the Ex. & Ex. and
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15 - The Ex. & Ex. are in the Ex. & Ex. and
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16 - The Ex. & Ex. are in the Ex. & Ex. and
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17 - The Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and
 the Ex. & Ex. are in the Ex. & Ex. and

1811

The first thing I noticed when I stepped
out of the car was the smell of fresh air.
It was a relief after being cooped up in the city.
The sun was shining brightly, and the birds were singing.
I took a deep breath and felt a sense of peace.

1. The first of these is the fact that the
 2. of the world is a very small part of the
 3. of the world is a very small part of the
 4. of the world is a very small part of the
 5. of the world is a very small part of the

icvity of /
cht^s

[Faint handwritten notes, likely bleed-through from the reverse side.]

1870-71 - The first year of the war
 was a very successful one for the
 company. We were able to secure
 a large number of orders from
 the government and the public.
 Our sales were at their highest
 point and our profits were
 correspondingly large.

| | Table Assets |
|--------------------------------|--------------|
| 1. Cash | 100 |
| 2. Accounts Receivable | 200 |
| 3. Inventory | 300 |
| 4. Prepaid Expenses | 400 |
| 5. Property, Plant & Equipment | 500 |
| 6. Intangible Assets | 600 |
| 7. Other Assets | 700 |
| Total | 2800 |

... ..

... ..

[illegible]

The first of these is the fact that the water in
 the river is not a simple fluid but a mixture of
 many different substances. The water is not only
 pure but it is also a mixture of many different
 substances. The water is not only pure but it is
 also a mixture of many different substances. The
 water is not only pure but it is also a mixture
 of many different substances. The water is not
 only pure but it is also a mixture of many
 different substances. The water is not only pure
 but it is also a mixture of many different
 substances. The water is not only pure but it
 is also a mixture of many different substances.

General

The first thing I noticed when I stepped out of the plane was the cold. It was a sharp contrast to the warm, humid air of the tropics. The air was crisp and clear, and I could see for miles. The landscape was a mix of rolling hills and valleys, with some small towns scattered here and there. The people were friendly and welcoming, and I felt at home almost immediately. The food was delicious, and the music was beautiful. I was in luck, as I had heard that this was a great place to visit. The weather was perfect, and the scenery was breathtaking. I was in for a great trip.

Definition
legacies

I received the legacy of a home property in a small town. The house was old but well-maintained, and it had a great view of the ocean. I was lucky to find it at such a low price. The house was perfect for me, and I was able to move in right away. I was in luck, as I had heard that this was a great place to live. The weather was perfect, and the scenery was breathtaking. I was in for a great trip.

specific
gacies

The "specific" legacy was a small piece of land in a rural area. It was a great spot for a farm or a small business. I was lucky to find it at such a low price. The land was perfect for me, and I was able to move in right away. I was in luck, as I had heard that this was a great place to live. The weather was perfect, and the scenery was breathtaking. I was in for a great trip.

ecuminary
gacies

The "ecuminary" legacy was a small piece of land in a rural area. It was a great spot for a farm or a small business. I was lucky to find it at such a low price. The land was perfect for me, and I was able to move in right away. I was in luck, as I had heard that this was a great place to live. The weather was perfect, and the scenery was breathtaking. I was in for a great trip.

recut

1872

the Legat &
uitable Con-
-uction of
e Will..

1. The principal object of the present work is to present a summary of the results of the author's researches in the field of the history of the United States, from the first settlement to the present time.

2. The author has endeavored to present a complete and accurate account of the progress of the country, from the first settlement to the present time, and to show the influence of the various causes which have operated upon it.

3. The author has endeavored to present a complete and accurate account of the progress of the country, from the first settlement to the present time, and to show the influence of the various causes which have operated upon it.

4. The author has endeavored to present a complete and accurate account of the progress of the country, from the first settlement to the present time, and to show the influence of the various causes which have operated upon it.

5. The author has endeavored to present a complete and accurate account of the progress of the country, from the first settlement to the present time, and to show the influence of the various causes which have operated upon it.

[illegible]

The "New York" is a description of a letter which
in 1881, I wrote to the Atlantic Monthly, in
which I was asked to write on "The
History of the New York" - a name of "The
Atlantic Monthly" - I wrote it in the
Atlantic Monthly.

[illegible]

W. C. C. C.

Young, 1836
March 2

Voluntarily in 1836, the following was the result of
the general meeting held on the 1st of March 1836.
Resolved, That the following be the result of the
general meeting held on the 1st of March 1836.

24. The Committee of the General Meeting of the
Association held on the 1st of March 1836, have
the honor to inform the General Meeting that the
following is the result of the general meeting held on the 1st of March 1836.

25. The Committee of the General Meeting of the
Association held on the 1st of March 1836, have
the honor to inform the General Meeting that the
following is the result of the general meeting held on the 1st of March 1836.

W. C. C. C.
March 2

1836
March 2

26. The Committee of the General Meeting of the
Association held on the 1st of March 1836, have
the honor to inform the General Meeting that the
following is the result of the general meeting held on the 1st of March 1836.

1836
March 2

27. The Committee of the General Meeting of the
Association held on the 1st of March 1836, have
the honor to inform the General Meeting that the
following is the result of the general meeting held on the 1st of March 1836.

REC'D
21st Nov 1888
Lancaster

My dear Sir,
I have the pleasure to acknowledge the receipt of your letter of the 19th inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

in relation to the matter of the proposed extension of the railway from the station at Lancaster to the station at Bamber.

I have also the pleasure to acknowledge the receipt of your letter of the 21st inst.

Recd. 17/11/18

MS. B. 4027

211026.

Oct. 30.

10. Ca. 3-4
 11. Ca. 4
 12. Ca. 44

1844

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山花紅

Of Assets -

72-1-198.
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86.
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200.376
200.376

22. 11. 1791
Plover 439.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

8. 11. 1791.
30. 11. 1791.
31. 11. 1791.
1. 12. 1791.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

2. 12. 1791.
3. 12. 1791.
4. 12. 1791.
5. 12. 1791.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

6. 12. 1791.
7. 12. 1791.
8. 12. 1791.
9. 12. 1791.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

10. 12. 1791.
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The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

12. 12. 1791.
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14. 12. 1791.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

15. 12. 1791.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

The sand in the pond is of a fine white color to the bottom. The
water is clear and the pond is of a fine white color to the bottom.

22 Oct 1878 / 17 - The
 27 Dec 20, 17 -

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 25 Dec 1878

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[illegible]

1. Dec. 42.
 More 340.
 2. Dec. 72.
 1. Dec. 103.

2 Dec. 97.
Mon 98.
Wed 98.
Sat 98.

The -
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1 Com. 235.
2 Dec. 37.
+ Aug. 335.
4 ad. 20.

1. Comm. 235.
2. Dec. 177.
+ Dec. 235.
Yadon, Pa.

12. Jan. 308.
1. Com. 236.
2. Dec. 375.
11. Oct. 415.
Coulra

Q7 - *Eryptoneura aggregata* Gravenhorst - 1 - Ocean station
L. Rar. No. 8.
Corn. 236-
Bac. 275.
Noct. 415.
 Soutra
 in outfit to make the Mountain route well.

1. 9000. 847-
2. 3. 2. 275-
Schin

[illegible]

*27. According to the old law, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, are
lawfully bound, under penalty of death.*

263 ac. 3⁴/₅
 264. 128.
 1¹/₂ miles 1/4
 12 em 184

[illegible]

2 Jac. 376.
 1170. 359.
 18 Nov. 298.
 - Nor can the probative make, the Spiritual Court de-
 mand "Cautions" that account of the Ex^r on proving the
 will, since the testator required none - In Com. all Ex^r
 sic, whether, poor or not must give security for the discharge of
 their duty - it was formerly otherwise in Com.

2 Jac. 377.
 18 Nov. 298.
 18 Nov. 294.
 2 Dec. 299.
 - But - In such cases the Ex^r as a trustee will complete
 him, the estate & the business, to give security if insolvent -

2 Jac. 377.
 18 Nov. 298.
 - So when the Ex^r is insolvent - it is waiting the assent of Ch^g
 - the court will oblige him to give security -

15 - So a suggestion of insolvency in the Ex^r - In such cases
 2 Jac. 377.
 18 Nov. 298.
 - the court will oblige him to give security -

Whom may be // - All persons who are qualified may be Adm^r - a person
 Administrator
 - 2 Jac. 377.
 18 Nov. 298.
 18 Nov. 294.
 2 Dec. 299.
 5 Oct. 299.
 - cannot act as Adm^r - the Ex^r - for he cannot be that age
 give bond to the Ordinary as an Adm^r must - the right of
 administration may however be given upon an authority
 of the Bishop - but he cannot administer the goods
 - it seems proper to say that an infant cannot be an
 Adm^r, for no one is Adm^r - the Administration is granted
 him by the Ordinary - the case is different in that of
 a person under 14 being named Ex^r - He is Ex^r by the ap-
 pointment of the testator -

2 Jac. 377.
 18 Nov. 298.
 - I conclude now with the consent of
 the husband be Adm^r for he clearly may be taken as next of kin -

cent 20th - And I find no disqualification in the case of some Courts
as in the case of infants, there it is in a more remote degree
New S. 72. Hence's rule, "that some Courts are more bound to others in equal
Conn. 247
degree commonly" - the same is -

10th - In a some-some Ex. & Marriages, the husband is liable during
10th Dec. 298.
Ex. 603.
1st Dec. 357.
1st Dec. 761.
1st Dec. 337.
Ex. 603.
22nd 7. 458.
the husband is liable during
Coven. in Ex. & Marriages committed before Coven. time, even to
Husband's death -

11th - As Law, the husband, in the last case is bound during
11th Dec. 293.
1st Dec. 30.
1st Dec. 309.
28th 61. 118.
Coven. time only - but in Equity, Executor may follow the spirit
in the husband's intention as to the wife's death, & so in
the words of the Ex. & Marriages. May not be separated the
next - & in a case, in Equity, pursue the spirit? -

12th - Corporations aggregate & conclude cannot be Adm^r for
S. 162.
they cannot. the test is the Corporation's sole, & the purpose, & the
as in the case of Ex. & Marriages -

13th - An Excommunicate cannot be an Adm^r for he cannot
2nd Dec. 245.
Ex. 1184.
Good. 85
dispose of the goods in p^{ro}p^{ri}ety. there is no such case
here -

14th - An outlaw may be an Adm^r for he is not in a state
3rd Dec. 262.
Ex. 1184.
1st Dec. 914.
1st Dec. 184.
of outlawry - & so may be - & I presume a felon attainted may
be as in case of Ex. & Marriages & all sorts of duties

15th - An alien ~~may~~ may be an Adm^r as well as Ex.
3rd Dec. 875.
Ex. 1184.
1st Dec. 431.
S. 170.
as a quā supra - & so in alien enemies as in case of Ex. & Marriages
& Marriages cannot be administered -

exclusive with his right of disposal. The return was
 not found open even the fact of the interstate relation
 a will was made the Ex^r was always bound to pay the
 executor's debt to the estate of the testator.

23- While the Law stood thus the Indians disposed of the
goods of the interstate in peace & did not appoint them-

20 - The point which gives to the power of the Provision was a
 5 Moor 247.
 1 Will. 4.
 Com. 378. the Stat. of Mortmain 2d. 2 Edward I. This Stat. obliges
 the Provision to, pay the debt of the Institute to the extent of
 2 B.C. 498.
 2 Mar. 398.
 the extent, as Ex. 10. were before obliged to do - it gave creditors

1 Corn 287
2 Dec 48
3 Feb 49
4 May 50
5 Sep 52
6 Corn 346
7 May 49

in the air at present. This with I said to the indifference of
the Corn Law. But that Corn Law. Where will it be found:-

Q^y - The State of Massachusetts State is the only one of
the States of the Union to the disposal of the colonies: - the
exercise of this remaining power occasions another inter-
position of the Legislature: and a Statute was made enact-

1 Com. 258
Dovel 2
May 4/98

ing "Not in care of" inter alia the Ordinan should deposit
the next of kin & next lawful claimant of the intestate to
columns etc - This stat. is the origin of Colun. that is of-
fices of the Ordinan or persons appointed by the procega-
tive Court to represent the intestate as to personal prop-
erty &c. (vide the beginning of this letter). The Commissioner of

100 lbs. of
Inguendo.
100 lbs. of
5 Cokes. 24.75

1899. Dec

1. Dec. 1899.
2. Dec. 1899.
3. Dec. 1899.
4. Dec. 1899.
5. Dec. 1899.

28 - The State of Louisiana has begun to appoint a
one to the office of the State Engineer and the State
the department of the State Engineer.

29 - The State of Louisiana has begun to appoint a
one to the office of the State Engineer and the State
the department of the State Engineer.

30 - The State of Louisiana has begun to appoint a
one to the office of the State Engineer and the State
the department of the State Engineer.

Administration
tion by whom
granted.

1. Dec. 1899.
2. Dec. 1899.
3. Dec. 1899.
4. Dec. 1899.
5. Dec. 1899.

1 - The State of Louisiana has begun to appoint a
one to the office of the State Engineer and the State
the department of the State Engineer.

2 - The State of Louisiana has begun to appoint a
one to the office of the State Engineer and the State
the department of the State Engineer.

rec. 170
2 Mac. 179
Nov. 17
Salt. 3

Voluntary admission to the privilege to administer this. Voluntary
is a right which is not to be taken away by a party or
respect - the admission was made on the basis of the good
will of the State. For the State is not obliged to suppose to appoint
in Vol. 1. As in case of a Voluntary admission to the privilege
- thus to suppose that the State is not goodly -

2 Mac. 179
Nov. 17
Salt. 3

B. The State is not goodly. Should the State be in a position to
the right to grant administration of the wills, which
is a right to be granted.

2 Mac. 179
Nov. 17
Salt. 3

A. The State is not goodly. The granting of administration is a right
the jurisdiction is in the State. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

Rec. 170

2 Mac. 179
Nov. 17
Salt. 3

2 Mac. 179. The State is not goodly. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

who are
entitled to it.

1 Com. 201

Who are entitled to administration? - By the State of Am.
- See III supra, the admission to grant administration to
the State is not goodly. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

2 Mac. 179
Nov. 17
Salt. 3

The State is not goodly. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

2 Mac. 179
Nov. 17
Salt. 3

The State is not goodly. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

Rec. 170
2 Mac. 179
Nov. 17
Salt. 3

The State is not goodly. The State is not appointed in a
neighboring State in which the jurisdiction is not - the State
is not to be considered as a right to be granted - See in Eng. & Am.

زیر

Sept 1866

1843

1891

VIII - ...

1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 25

[illegible]

منه الى من له الحق في التمتع به

1875

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— *Chrysomelidae* (Chrysomelinae), *Chrysomelina*, *Chrysomelina*, *Chrysomelina*

1891. 1/10. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 8

[Faint handwritten notes at the bottom of the page]

1. The first of these is the fact that the

THE UNIVERSITY OF CHICAGO

4. A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.

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22 October 17.

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Aug 47

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22. C. Nos.

28. 10. 1904.
On 28. 10. 1904.

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7-10-5
8-10-5

Σ 27 pod 24

1875

1870

1229-1230. In the year 1229, the administration, Ecclesiastical and secular, in the County of Devon, was in the hands of the Bishop of Exeter, who was then the only person in the County who was a member of the Council of the King. The Bishop of Exeter was then the only person in the County who was a member of the Council of the King. The Bishop of Exeter was then the only person in the County who was a member of the Council of the King.

(1229-1230)

1229-1230

The Bishop of Exeter was then the only person in the County who was a member of the Council of the King. The Bishop of Exeter was then the only person in the County who was a member of the Council of the King. The Bishop of Exeter was then the only person in the County who was a member of the Council of the King.

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See Form Column above, Administrative Committee granted of all
S. 7. 225-
1602.408. the general Administration in the whole of the District.

20. L. 500.
No. 108.
alt. 16.

5 - Identification of the two the original
the identification the original, the is, the original original.
part of the original original, the original original original

[illegible]

Proving Wills.

[Faint handwritten text, likely bleed-through from the reverse side of the page.]

5. The
 1906.

4. The same is true of the white line on the
inside of the foot of the ordinary bird. It is given in
simplest form in the white line on the tail of the same bird.

if the estate is under the 100. & Common sense is, that
 each:— but if the estate is under the 100. & is sold
 at 100 the estate is sold at 100. & is sold at 100.

2nd The condition which the acceptance of the word is
necessitated by, is a condition which is not to be

2340. 102.

3rd The condition which is to be
imposed on the student of the Bible
is not a condition, but a principle, which is to be
applied to the study of the Bible.

4th The condition which is to be
imposed on the student of the Bible
is not a condition, but a principle, which is to be
applied to the study of the Bible.

5th The condition which is to be
imposed on the student of the Bible

is not a condition, but a principle, which is to be
applied to the study of the Bible.

6th The condition which is to be
imposed on the student of the Bible

is not a condition, but a principle, which is to be
applied to the study of the Bible.

7th The condition which is to be
imposed on the student of the Bible

is not a condition, but a principle, which is to be
applied to the study of the Bible.

8th The condition which is to be
imposed on the student of the Bible

1870

21. 10. 1902

16 May 1952

04.00.00

Gasol. H.

March 11 - 1890 -

1st - Bull's head, etc. - 2nd - ...

Quoted in *Journal of the American Medical Association*, 1950, 145, 1000-1001.

1893

Accepted for deposit by the Library of Congress
8.25.68

Theatre, Theatre - France - Paris - 1900

[Faint handwritten notes at the bottom of the page]

29. The unimodal area under the curve is known as the area under the curve.

Sep 20th, 1896. Mon. at 10 AM. The weather was very fine.

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Excluded Co

11 Nov. 17.
2 Dec. 1840.

25-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.
11 Nov. 17.
2 Dec. 1840.

26-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.
11 Nov. 17.
2 Dec. 1840.

27-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.
08. 11. 40.

28-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.
08. 11. 40.

29-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.

30-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

2 Dec. 1840.
11 Nov. 17.

31-01. Letting the goods of a stranger & Administering them
in a public way, that they are the territory of the
State. Letting the goods of the territory, claiming them as
his own & he is answerable due to the State for the
losses the territory sustains.

recd. to be
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Adminis. etc.

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26. 10. 20
1. 11. 20

- The name of James Smith is in the
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 of Holmes & Smith - the name of the
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 of the road - the name of the road is the name
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1875

2. The first of these is the "Catholic Church" which is the only one that has been able to maintain its position in the world since the time of Christ.

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[illegible]

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4 - Several hundred soldiers were present at the
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1. 2. 3. 4.
5. 6. 7. 8.

10. The same is the case with the other two. The first is the same as the first, and the second is the same as the second. The third is the same as the third, and the fourth is the same as the fourth. The fifth is the same as the fifth, and the sixth is the same as the sixth. The seventh is the same as the seventh, and the eighth is the same as the eighth. The ninth is the same as the ninth, and the tenth is the same as the tenth. The eleventh is the same as the eleventh, and the twelfth is the same as the twelfth. The thirteenth is the same as the thirteenth, and the fourteenth is the same as the fourteenth. The fifteenth is the same as the fifteenth, and the sixteenth is the same as the sixteenth. The seventeenth is the same as the seventeenth, and the eighteenth is the same as the eighteenth. The nineteenth is the same as the nineteenth, and the twentieth is the same as the twentieth. The twenty-first is the same as the twenty-first, and the twenty-second is the same as the twenty-second. The twenty-third is the same as the twenty-third, and the twenty-fourth is the same as the twenty-fourth. The twenty-fifth is the same as the twenty-fifth, and the twenty-sixth is the same as the twenty-sixth. The twenty-seventh is the same as the twenty-seventh, and the twenty-eighth is the same as the twenty-eighth. The twenty-ninth is the same as the twenty-ninth, and the thirtieth is the same as the thirtieth. The thirty-first is the same as the thirty-first, and the thirty-second is the same as the thirty-second. The thirty-third is the same as the thirty-third, and the thirty-fourth is the same as the thirty-fourth. The thirty-fifth is the same as the thirty-fifth, and the thirty-sixth is the same as the thirty-sixth. The thirty-seventh is the same as the thirty-seventh, and the thirty-eighth is the same as the thirty-eighth. The thirty-ninth is the same as the thirty-ninth, and the fortieth is the same as the fortieth. The forty-first is the same as the forty-first, and the forty-second is the same as the forty-second. The forty-third is the same as the forty-third, and the forty-fourth is the same as the forty-fourth. The forty-fifth is the same as the forty-fifth, and the forty-sixth is the same as the forty-sixth. The forty-seventh is the same as the forty-seventh, and the forty-eighth is the same as the forty-eighth. The forty-ninth is the same as the forty-ninth, and the fiftieth is the same as the fiftieth. The fifty-first is the same as the fifty-first, and the fifty-second is the same as the fifty-second. The fifty-third is the same as the fifty-third, and the fifty-fourth is the same as the fifty-fourth. The fifty-fifth is the same as the fifty-fifth, and the fifty-sixth is the same as the fifty-sixth. The fifty-seventh is the same as the fifty-seventh, and the fifty-eighth is the same as the fifty-eighth. The fifty-ninth is the same as the fifty-ninth, and the sixtieth is the same as the sixtieth. The sixty-first is the same as the sixty-first, and the sixty-second is the same as the sixty-second. The sixty-third is the same as the sixty-third, and the sixty-fourth is the same as the sixty-fourth. The sixty-fifth is the same as the sixty-fifth, and the sixty-sixth is the same as the sixty-sixth. The sixty-seventh is the same as the sixty-seventh, and the sixty-eighth is the same as the sixty-eighth. The sixty-ninth is the same as the sixty-ninth, and the seventieth is the same as the seventieth. The seventy-first is the same as the seventy-first, and the seventy-second is the same as the seventy-second. The seventy-third is the same as the seventy-third, and the seventy-fourth is the same as the seventy-fourth. The seventy-fifth is the same as the seventy-fifth, and the seventy-sixth is the same as the seventy-sixth. The seventy-seventh is the same as the seventy-seventh, and the seventy-eighth is the same as the seventy-eighth. The seventy-ninth is the same as the seventy-ninth, and the eightieth is the same as the eightieth. The eighty-first is the same as the eighty-first, and the eighty-second is the same as the eighty-second. The eighty-third is the same as the eighty-third, and the eighty-fourth is the same as the eighty-fourth. The eighty-fifth is the same as the eighty-fifth, and the eighty-sixth is the same as the eighty-sixth. The eighty-seventh is the same as the eighty-seventh, and the eighty-eighth is the same as the eighty-eighth. The eighty-ninth is the same as the eighty-ninth, and the ninetieth is the same as the ninetieth. The ninety-first is the same as the ninety-first, and the ninety-second is the same as the ninety-second. The ninety-third is the same as the ninety-third, and the ninety-fourth is the same as the ninety-fourth. The ninety-fifth is the same as the ninety-fifth, and the ninety-sixth is the same as the ninety-sixth. The ninety-seventh is the same as the ninety-seventh, and the ninety-eighth is the same as the ninety-eighth. The ninety-ninth is the same as the ninety-ninth, and the hundredth is the same as the hundredth.

Section 1

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The first section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The second section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The third section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The fourth section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The fifth section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
9. 1889
10. 1890

The sixth section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

1. 1881
2. 1882
3. 1883
4. 1884
5. 1885
6. 1886
7. 1887
8. 1888
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The seventh section of the report, covering the period from 1881 to 1890, shows a general increase in the number of cases reported. The number of cases in 1881 was 100, and in 1890 it was 150. This increase is due to a number of causes, the most important of which are the increase in the population of the country, and the increase in the number of cases reported.

CCCU File

27. 585.

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2. 1880.

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2. *Line. 1st*

Dec. 107.

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File 380

S. Koenigii from the same locality as *S. Koenigii* from the same locality.

2, 7, c. 289

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[illegible]

D. stramonium, "Black Noddy". L. nodosa? Sp. long. No. 10.

Dec. 286.

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[illegible]

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[illegible]

1848 Dec 28 - The above is the first of a series of letters from the
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3 - The above is the first of a series of letters from the
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4 - The above is the first of a series of letters from the
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5 - The above is the first of a series of letters from the
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6 - The above is the first of a series of letters from the
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The 1st notice of A. A. H. is in the 1st issue of the
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Section 20 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.

It is hereby declared that the same shall be construed as if it were contained in the original bill.

When it may be repealed.

1 Com. 281.
1 Sen. 280.
1 Feb. 1837.
1 Mar. 1837.

1 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.

2 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.

3 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.
1 Feb. 1837.

4 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.
1 Dec. 1837.

5 - The same shall be construed as if it were contained in the original bill.

1 Com. 281.
1 Sen. 280.
1 Feb. 1837.

6 - The same shall be construed as if it were contained in the original bill.

Section 2. The first of the following is a list of the names of the persons who have been appointed to the various offices of the Board of Education for the year 1885-86. The names are given in alphabetical order of their surnames.

1885-86.
Jan. 10.

1886-87.
Jan. 10.

1887-88.
Jan. 10.

1888-89.
Jan. 10.
1889-90.
Jan. 10.
1890-91.
Jan. 10.

1891-92.
Jan. 10.

1892-93.
Jan. 10.
1893-94.
Jan. 10.
1894-95.
Jan. 10.
1895-96.
Jan. 10.

1896-97.
Jan. 10.

1888. 88.
 6 Cane. 8.5.

20 - The effect of a latent heat is to make the
 temperature of the medium in which it is placed to rise
 of the heat is dissipated - the temperature of the
 of a change - in the medium as a ^{medium} ~~medium~~

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20-10-1908. The weather was very fine and the wind was light. The water was very calm and the sky was very blue. The sun was very bright and the air was very warm. The water was very clear and the bottom was very sandy. The fish were very active and the birds were very noisy. The weather was very good and the day was very pleasant.

[Faint handwritten notes, possibly bleed-through from the reverse side.]

22 Oct 1952

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H. A. 21.
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202.346.

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218. 30.

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3. 12. 18
4. 12. 18

1850. 1851. 1852. 1853. 1854. 1855. 1856. 1857. 1858. 1859. 1860. 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1873. 1874. 1875. 1876. 1877. 1878. 1879. 1880. 1881. 1882. 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 25

Novel. 17
G. 10. 11
17. 12
17. 13
17. 14

1870

Recd. 10/19 Therefore the same was - I have retained the info.

Chas. 48
H. 50
J. 174
C. 38
S. 38
2. 38
S. 38

... the same was - I have retained the info.
... the same was - I have retained the info.
... the same was - I have retained the info.

Chas. 154
H. 50
J. 174
C. 38
S. 38

... the same was - I have retained the info.
... the same was - I have retained the info.

Chas. 154
H. 50
J. 174
C. 38
S. 38

... the same was - I have retained the info.
... the same was - I have retained the info.

Chas. 154
H. 50
J. 174
C. 38
S. 38

... the same was - I have retained the info.
... the same was - I have retained the info.

Chas. 154
H. 50
J. 174
C. 38
S. 38

... the same was - I have retained the info.
... the same was - I have retained the info.
... the same was - I have retained the info.
... the same was - I have retained the info.
... the same was - I have retained the info.

1800
Co. Executors

7-8 Co-Executors of the estate of the late John ...
...
...

1 Dec. 1800
1 Com. 318
1 Ord. 34

...
...
...
...
...

1 Dec. 1800
1 Com. 318
1 Ord. 34
1 Dec. 1800
1 Com. 318
1 Ord. 34

...
...
...
...
...

1 Dec. 1800
1 Com. 318
1 Ord. 34
1 Dec. 1800

...
...
...
...

1 Dec. 1800
1 Ord. 34

8- Do the ...
...
...
...
...

1 Com. 318
1 Dec. 1800
1 Dec. 1800
1 Ord. 34

1 Dec. 1800
1 Com. 318
1 Ord. 34

9- ...
...
...
...
...

1 Com. 318
1 Dec. 1800
1 Dec. 1800
1 Ord. 34

rec'd 1829

18th Dec

The
... ..
... ..
... ..

25th Dec.
1st Jan. 1830
1st Jan. 1830
25th Dec.
25th Dec.

21 - The
... ..

26th Dec. 1829
27th Dec. 1829

22 - This
... ..

27th Dec. 1829
28th Dec. 1829
29th Dec. 1829

23 - The
... ..

29th Dec. 1829
30th Dec. 1829
31st Dec. 1829

24 - It is
... ..

29th Dec. 1829
30th Dec. 1829

25 - The
... ..
... ..
... ..

29th Dec. 1829
30th Dec. 1829
31st Dec. 1829
1st Jan. 1830

26 - The
... ..
... ..

1892. Jan. 1. The first day of the year, a fine day, the weather
 Dec. 29. B. & E. with the following: The first day of the year, a fine day, the weather
 Dec. 30. B. & E. with the following: The first day of the year, a fine day, the weather
 1893. Jan. 1. The first day of the year, a fine day, the weather
 1894. Jan. 1. The first day of the year, a fine day, the weather

[illegible][illegible]

✓ The
 2nd 200
 1000 800
 1000 1000
 2nd 200
 1000 800
 1000 1000
 2nd 200
 1000 800
 1000 1000

[Handwritten note:] The first edition of the book was published in 1804. The second edition was published in 1807. The third edition was published in 1810.

[illegible]

2012 2013

1890

مجلس ۱۰۰

2-11-57
100000. 40000

३३. ५३०

جمہوریہ پاکستان

10- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

1. Com. 26.
2. 1106.
3. 180.
4. 180.
5. 180.
6. 180.

le may... *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

11- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

2. 180.
3. 180.
4. 180.
5. 180.
6. 180.

12- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

1. Com. 26.
2. 1106.
3. 180.
4. 180.
5. 180.
6. 180.

13- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

2. 180.
3. 180.
4. 180.
5. 180.
6. 180.

14- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

2. 180.
3. 180.
4. 180.
5. 180.
6. 180.

15- *Exécution de la sentence de mort* - *Exécution de la sentence de mort*

Recd. 1804

1 - General ...

2 Dec 1804
Moss 867
SC 30.5
JH 180
Cant 194

... ..

22 -

2 Dec 1804
Moss 867
SC 30.5
JH 180
Cant 194
Moss 867
SC 30.5
JH 180
Cant 194

... ..

23 -

1 Com 1804
JH 180
SC 30.5
Moss 867
Cant 194

... ..

24 -

1 Com 1804
JH 180
SC 30.5

... ..

25 -

1 Com 1804
JH 180
SC 30.5

... ..

July 4th - The first of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

OF WILLS. July 5th - The second of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

July 6th - The third of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

July 7th - The fourth of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

July 8th - The fifth of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

July 9th - The sixth of the season. The weather was very warm and the water was very high. The fish were very fat and the birds were very numerous. The water was very high and the fish were very fat. The birds were very numerous and the water was very high.

1. The first of these is the fact that the
 2. The second is the fact that the
 3. The third is the fact that the
 4. The fourth is the fact that the
 5. The fifth is the fact that the
 6. The sixth is the fact that the
 7. The seventh is the fact that the
 8. The eighth is the fact that the
 9. The ninth is the fact that the
 10. The tenth is the fact that the

Electricity - The ... in ... from ... the ...
... the ...

2 Aug. 1881.

... the ... the ...
... the ...

11 Aug. 1881.

... the ... the ...
... the ...

14 Aug. 1881.

3 - The ... the ...
... the ...

15 Aug. 1881.

... the ... the ...
... the ...

18 Aug. 1881.

10 - The ... the ...
... the ...

20 Aug. 1881.

11 - By ... the ...
... the ...

21 Aug. 1881.

12 - The ... the ...
... the ...
... the ...

Peccator 2. *... in the ... of the ...*
... the ... of the ...
... the ... of the ...

28. *... the ... of the ...*

1847-48.

... the ... of the ...
... the ... of the ...
... the ... of the ...

Silence Aug.
 1796.

... the ... of the ...
... the ... of the ...
... the ... of the ...

29. *... the ... of the ...*
... the ... of the ...
... the ... of the ...

30. *... the ... of the ...*

1847-48.

... the ... of the ...
... the ... of the ...

31. *... the ... of the ...*
... the ... of the ...
... the ... of the ...
... the ... of the ...
... the ... of the ...

[illegible]

Vested & Laps-
ed Legacies.

Vest. & Lapp-
ed Legacies.

1. 1000
2. 1000
3. 1000
4. 1000
(See p. 65)

1. *Antennae* - 10-segmented, 1st segment 1.5x longer than 2nd, 3rd segment 1.5x longer than 4th, 4th segment 1.5x longer than 5th, 5th segment 1.5x longer than 6th, 6th segment 1.5x longer than 7th, 7th segment 1.5x longer than 8th, 8th segment 1.5x longer than 9th, 9th segment 1.5x longer than 10th.
2. *Antennae* - 10-segmented, 1st segment 1.5x longer than 2nd, 3rd segment 1.5x longer than 4th, 4th segment 1.5x longer than 5th, 5th segment 1.5x longer than 6th, 6th segment 1.5x longer than 7th, 7th segment 1.5x longer than 8th, 8th segment 1.5x longer than 9th, 9th segment 1.5x longer than 10th.
(See p. 2, 3, 4)

2-10-1901

2. 6. 500.
2. 6. 500.
207. 578. 521.
2. 6. 500.

207. 278. 527.
 207. 278. 527.
 207. 278. 527.

2. 1925-14

22 - The

...

23. Die ...
...
...
...

[illegible]

27
Con. Legacy

1. Constitutional Secrecy - of a general nature as to
the constitution & its powers -

2. The case of Will v. Hall - The constitution
is illegal & void, & the government is a usurper & illegal
- will not -

3. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

7-10-46
2-11-46
1-1-47

4. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

5. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

6. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

1-1-47
2-11-46
1-1-47

7. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

8. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

1-1-47
2-11-46
1-1-47

9. The government is a usurper & illegal, & the constitution
is illegal & void, & the government is a usurper & illegal
- will not -

Quercus

1. 180.
2. 502.
3. 568.
4. 760.

... ..
... ..
... ..
... ..

Legum. 2
Wald. well
Güter - Wn
Arwid. nee

... ..
... ..
... ..
... ..

Compl. 231.
Compl. 237.

... ..
... ..
... ..

Compl. 231.
Compl. 237.

... ..
... ..
... ..
... ..

Compl. 231.
Compl. 237.
Compl. 470.

... ..
... ..
... ..

Compl. 231.
Compl. 237.
Compl. 470.

... ..
... ..
... ..
... ..

Compl. 231.
Compl. 237.

... ..
... ..
... ..

6. 2.

[illegible]

10- The same as last time - but the same as last time
the first time I saw it - the second time I saw it -
the third time I saw it -

[illegible]

[Faint handwritten notes at the bottom of the page]

1. The first part of the paper is devoted to a general discussion of the problem of the existence of a solution of the system of equations (1) for arbitrary values of the parameters α and β . It is shown that the system has a solution if and only if the condition $\alpha + \beta = 1$ is satisfied.

3- The first one is a small one, the second one is a large one, the third one is a small one, the fourth one is a large one, the fifth one is a small one, the sixth one is a large one, the seventh one is a small one, the eighth one is a large one, the ninth one is a small one, the tenth one is a large one, the eleventh one is a small one, the twelfth one is a large one, the thirteenth one is a small one, the fourteenth one is a large one, the fifteenth one is a small one, the sixteenth one is a large one, the seventeenth one is a small one, the eighteenth one is a large one, the nineteenth one is a small one, the twentieth one is a large one, the twenty-first one is a small one, the twenty-second one is a large one, the twenty-third one is a small one, the twenty-fourth one is a large one, the twenty-fifth one is a small one, the twenty-sixth one is a large one, the twenty-seventh one is a small one, the twenty-eighth one is a large one, the twenty-ninth one is a small one, the thirtieth one is a large one, the thirty-first one is a small one, the thirty-second one is a large one, the thirty-third one is a small one, the thirty-fourth one is a large one, the thirty-fifth one is a small one, the thirty-sixth one is a large one, the thirty-seventh one is a small one, the thirty-eighth one is a large one, the thirty-ninth one is a small one, the fortieth one is a large one, the forty-first one is a small one, the forty-second one is a large one, the forty-third one is a small one, the forty-fourth one is a large one, the forty-fifth one is a small one, the forty-sixth one is a large one, the forty-seventh one is a small one, the forty-eighth one is a large one, the forty-ninth one is a small one, the fiftieth one is a large one, the fifty-first one is a small one, the fifty-second one is a large one, the fifty-third one is a small one, the fifty-fourth one is a large one, the fifty-fifth one is a small one, the fifty-sixth one is a large one, the fifty-seventh one is a small one, the fifty-eighth one is a large one, the fifty-ninth one is a small one, the sixtieth one is a large one, the sixty-first one is a small one, the sixty-second one is a large one, the sixty-third one is a small one, the sixty-fourth one is a large one, the sixty-fifth one is a small one, the sixty-sixth one is a large one, the sixty-seventh one is a small one, the sixty-eighth one is a large one, the sixty-ninth one is a small one, the seventieth one is a large one, the seventy-first one is a small one, the seventy-second one is a large one, the seventy-third one is a small one, the seventy-fourth one is a large one, the seventy-fifth one is a small one, the seventy-sixth one is a large one, the seventy-seventh one is a small one, the seventy-eighth one is a large one, the seventy-ninth one is a small one, the eightieth one is a large one, the eighty-first one is a small one, the eighty-second one is a large one, the eighty-third one is a small one, the eighty-fourth one is a large one, the eighty-fifth one is a small one, the eighty-sixth one is a large one, the eighty-seventh one is a small one, the eighty-eighth one is a large one, the eighty-ninth one is a small one, the ninetieth one is a large one, the ninety-first one is a small one, the ninety-second one is a large one, the ninety-third one is a small one, the ninety-fourth one is a large one, the ninety-fifth one is a small one, the ninety-sixth one is a large one, the ninety-seventh one is a small one, the ninety-eighth one is a large one, the ninety-ninth one is a small one, the hundredth one is a large one.

When it is a
satisfaction of
a Deed or Duty

- 100
 - 50
 - 10
 - 5
 - 1

1840

[illegible]

1. The first thing I noticed when I stepped
 out of the car was the smell of the sea. It was
 a fresh, salty breeze that seemed to wash away
 all the stress and worry of the last few days.
 I took a deep breath and felt a sense of peace
 that I hadn't felt in a long time. The sun was
 shining brightly, and the water was a beautiful
 blue. I felt like I was in a new world, a world
 where everything was perfect.

1- The first thing I noticed when I stepped out of the plane was the cold. It was a sharp contrast to the warm air inside the cabin. I shivered as I looked out at the vast, white landscape below. The snow was deep and untouched, with only a few tracks from animals visible. The sky was a pale, hazy blue, and the sun was a soft, glowing orb in the distance. I felt a sense of isolation and wonder as I took in the scene. The air was crisp and clean, and the silence was absolute. It was a beautiful and somewhat terrifying sight.

Jan 1881
Feb 1881

2- The next day, I went out for a walk. The snow was still deep, but I was able to make my way through it. I noticed that the snow was not uniform in color. There were patches of brown and grey, which I later learned were from the ground beneath. The snow was also not uniform in texture. Some areas were smooth and glassy, while others were rough and crumbly. I was fascinated by the way the snow had settled and the patterns it had formed. It was a world of white, but with so much detail and variation.

Mar 1881

3- On the third day, I went out with a gun. I had heard that there were some birds in the area, and I wanted to see if I could catch one. I walked for hours, looking for any sign of life. I saw some tracks, but nothing more. I was getting frustrated when I saw a small bird in the distance. I ran towards it, but it was too fast for me. I missed. I was disappointed, but I didn't give up. I kept walking, and eventually, I saw another bird. This time, I was ready. I fired my gun, and the bird fell. I ran over to it and picked it up. It was a small, brown bird with a white belly. I was excited and proud of my catch. I had finally found something in this cold, white world.

Apr 1881
May 1881

4- The fourth day, I went out with a gun. I had heard that there were some birds in the area, and I wanted to see if I could catch one. I walked for hours, looking for any sign of life. I saw some tracks, but nothing more. I was getting frustrated when I saw a small bird in the distance. I ran towards it, but it was too fast for me. I missed. I was disappointed, but I didn't give up. I kept walking, and eventually, I saw another bird. This time, I was ready. I fired my gun, and the bird fell. I ran over to it and picked it up. It was a small, brown bird with a white belly. I was excited and proud of my catch. I had finally found something in this cold, white world.

Jun 1881
Jul 1881
Aug 1881
Sep 1881
Oct 1881
Nov 1881
Dec 1881

5- On the fifth day, I went out with a gun. I had heard that there were some birds in the area, and I wanted to see if I could catch one. I walked for hours, looking for any sign of life. I saw some tracks, but nothing more. I was getting frustrated when I saw a small bird in the distance. I ran towards it, but it was too fast for me. I missed. I was disappointed, but I didn't give up. I kept walking, and eventually, I saw another bird. This time, I was ready. I fired my gun, and the bird fell. I ran over to it and picked it up. It was a small, brown bird with a white belly. I was excited and proud of my catch. I had finally found something in this cold, white world.

Jan 1882
Feb 1882
Mar 1882
Apr 1882

6- The sixth day, I went out with a gun. I had heard that there were some birds in the area, and I wanted to see if I could catch one. I walked for hours, looking for any sign of life. I saw some tracks, but nothing more. I was getting frustrated when I saw a small bird in the distance. I ran towards it, but it was too fast for me. I missed. I was disappointed, but I didn't give up. I kept walking, and eventually, I saw another bird. This time, I was ready. I fired my gun, and the bird fell. I ran over to it and picked it up. It was a small, brown bird with a white belly. I was excited and proud of my catch. I had finally found something in this cold, white world.

May 1882
Jun 1882
Jul 1882

7- The seventh day, I went out with a gun. I had heard that there were some birds in the area, and I wanted to see if I could catch one. I walked for hours, looking for any sign of life. I saw some tracks, but nothing more. I was getting frustrated when I saw a small bird in the distance. I ran towards it, but it was too fast for me. I missed. I was disappointed, but I didn't give up. I kept walking, and eventually, I saw another bird. This time, I was ready. I fired my gun, and the bird fell. I ran over to it and picked it up. It was a small, brown bird with a white belly. I was excited and proud of my catch. I had finally found something in this cold, white world.

Abating & Refunding Legacies

1. The first thing to be considered is the nature of the legacy, whether it is a specific legacy or a general legacy.

2. The second thing to be considered is the value of the legacy, whether it is a fixed sum or a variable sum.

3. The third thing to be considered is the time when the legacy is to be paid, whether it is a legacy payable immediately or a legacy payable at a future date.

4. The fourth thing to be considered is the person to whom the legacy is to be paid, whether it is a legacy payable to a specific person or a legacy payable to a class of persons.

5. The fifth thing to be considered is the source of the legacy, whether it is a legacy payable out of the testator's personal property or a legacy payable out of the testator's real property.

6. The sixth thing to be considered is the circumstances of the testator, whether the testator is a person of sound mind and memory or a person who is suffering from some mental defect.

7. The seventh thing to be considered is the wishes of the testator, whether the testator has expressed any wishes as to the payment of the legacy.

8. The eighth thing to be considered is the law of the testator's domicile, whether the law of the testator's domicile is the law of the country in which the testator was domiciled at the time of his death or the law of the country in which the legacy is to be paid.

9. The ninth thing to be considered is the law of the country in which the legacy is to be paid, whether the law of the country in which the legacy is to be paid is the law of the country in which the testator was domiciled at the time of his death or the law of the country in which the legacy is to be paid.

10. The tenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

11. The eleventh thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

12. The twelfth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

13. The thirteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

14. The fourteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

15. The fifteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

16. The sixteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

17. The seventeenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

18. The eighteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

19. The nineteenth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

20. The twentieth thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

21. The twenty-first thing to be considered is the law of the country in which the testator was domiciled at the time of his death, whether the law of the country in which the testator was domiciled at the time of his death is the law of the country in which the legacy is to be paid or the law of the country in which the testator was domiciled at the time of his death.

Part I
The first part of the book is devoted to a general
description of the country, its climate, soil, and
resources. It also contains a list of the principal
towns and a description of the principal
industries.

Part II
The second part of the book is devoted to a
description of the principal towns and the
principal industries. It also contains a list of
the principal towns and a description of the
principal industries.

Part III
The third part of the book is devoted to a
description of the principal towns and the
principal industries. It also contains a list of
the principal towns and a description of the
principal industries.

Part IV
The fourth part of the book is devoted to a
description of the principal towns and the
principal industries. It also contains a list of
the principal towns and a description of the
principal industries.

Part V
The fifth part of the book is devoted to a
description of the principal towns and the
principal industries. It also contains a list of
the principal towns and a description of the
principal industries.

Dec 5th 42
Jan 10th 43
Feb 18th 43
Mar 25th 43
Apr 8th 43

4. -
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May 9th 43
June 1st 43
July 4th 43
Aug 11th 43
Sept 1st 43
Oct 1st 43

5. III -
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Nov 10th 43
Dec 18th 43

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5. IV -
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Jan 10th 44
Feb 18th 44
Mar 25th 44
Apr 8th 44
May 9th 44

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25 -
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June 10th 44

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24- The
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Legacies how
recoverable -

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25- The
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27- The
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Excell. 157

4. Of the same species, and of the same age, as the one in the
 collection of the British Museum, and of the same size.
 5. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.
 6. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

158. 158.

7. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

Residuary
Legacies.

8. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

159. 159.

9. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

160. 160.

10. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

161. 161.

11. When a small portion of the collection is taken from the place
 of deposit, the same is found to be of the same species, and of the same
 size, as the one in the collection of the British Museum.

Letter to my dear friend in the West. I hope
to write to it in a few days. I am well.

11. The remaining signature is spilt out under the seal, & the
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3. 11. 4-8
4. 11. 6-4
5. 11. 550
6. 11. 40

2. It is given to the individual person, and as a person in contemplation of death - the gift is almost conditional - for if the person were to die in the interim, it is his property.

[illegible]

A little girl is a genuine little girl. She has a
soul and a heart and a life of her own.

100- I believe that the only way to get the best of the
the world is to be the best of the world, and the only way to be the best of the world is to be the best of the world.

[illegible]

118.
Article 22 and the power has been given a Legation, which has been
 given in the first instance in the usual form, & which then
 go to the effect of the effects are found non est in the
 will be returned de seiga. will go to the effect of the
 will go to the effect of the will - in the case of the will -
 23 - By both Ex^{ts} have signed receipts, one only has re-
 ceived, both are liable to creditors, but the receipt only
 to Legation -

118.
 218. 114.

24. It has been said, that old authorities support the
 notion of action. But the law is capable of reasoning
 it would be liable to Quasi, with the whole amount of
 the same

25. But the power of the law is not to be used, - And
 system, is liable to Quasi, with the whole amount of
 the same of the same and the equal interest & equitable
 same - And is reasonable -

Actions by Legat.
 Ex^{ts} Adm^{rs}
 1000. 2. 11.
 218. 437.

26. Actions by Legat. Ex^{ts} Adm^{rs} - In some cases, in which
 the Legation is liable to Quasi, where the Legat. Ex^{ts} Adm^{rs} cannot
 be used, in which the Legation is liable to Quasi, in which the Legat.
 Ex^{ts} Adm^{rs} cannot -

up. or Cas
 118. 23.

27. The rule of discrimination, between these cases, is
 that the Legat. Ex^{ts} Adm^{rs} may be used on account of the
 Legat. Ex^{ts} Adm^{rs}, in which he may be used on account of the
 Legat. Ex^{ts} Adm^{rs} -

1848

Feb. 1848
7th. 87.

The first of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The second of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The third of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The fourth of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The fifth of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The sixth of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

The seventh of the winter, the snow was so deep that it was impossible to go out. The wind was so strong that it was impossible to go out. The snow was so deep that it was impossible to go out.

March, 1848
Sat. Feb. 2.
Sun. Feb. 3.
18th. 1848.

Excelsior &c

Excuse ^{me} for the slight delay in the return of the contract to

Asperula, - *Dactylis*, according to the context, &c.

Epist. 2. in which
he writes to his

some of the
leaves, very
small, downy

8. *Explain the difference between a "contract" and a "contractual obligation".*
 A contract is a legally binding agreement between two or more parties, while a contractual obligation is a duty or responsibility that arises from a contract.

⁹ haven't lost
the other one either, it was not intended, I've said before

re) June 12. 1908. 1/2

Approves of the
 inclusion of the Dept.

It is not to come legal feed from the State

1200.421/21039. *Salix* sp. - *Salix* sp., *Salix* sp., *Salix* sp.

C. G. C.

in North Carolina Mount-joyed in

u. In lower instances, also the P. 2. Pann. - P. 2. Pann.

L Bac + H₂O.

That in the last Court the Term is - He has been dead

since it is for the 2^d Mountain train & will go

It is a new kind of music, and it is very good.

of such a nature. ^{at} Kil. ex. can be made in stone

[illegible]

[Faint handwritten notes at the bottom of the page]

-Guthrie the plant of the 2nd. 1880 on the 1st. 1880

Number of total $\frac{1}{2}$ inch diameter in 300 ft -

23. According to the Statute in the 1st & 2nd Secs, the Statute is not to be construed in a way which would make it inoperative as to the Statute.

24. The Statute in the 1st & 2nd Secs, is not to be construed in a way which would make it inoperative as to the Statute.

25. The Statute in the 1st & 2nd Secs, is not to be construed in a way which would make it inoperative as to the Statute.

4th Sec. 280.
L. 1st Sec. 280.
1st Sec. 280.

26. The Statute in the 1st & 2nd Secs, is not to be construed in a way which would make it inoperative as to the Statute.

1st Sec. 280.

27. The Statute in the 1st & 2nd Secs, is not to be construed in a way which would make it inoperative as to the Statute.

28. The Statute in the 1st & 2nd Secs, is not to be construed in a way which would make it inoperative as to the Statute.

Excutro 8c

3 Pat. 102-4
38 Rep. 550.

Ex² as such, may be joined with a counter money had & received to the use of the Testator.

24-11-77. cannot be taken as a receipt for money, considered as such with one which he has in his own right.

45 Ann. 280.
10 Rep. 480.
13 Rep. 47.
3 Pat. 271.

48 Ann. 281.
3 Pat. 102-4
38 Rep. 550.
13 Rep. 47.
3 Pat. 271.

25-11-77. The receipt for the money which was given to the Testator, is not a receipt for the money which was given to the Testator.

26-11-77. The receipt for the money which was given to the Testator, is not a receipt for the money which was given to the Testator.

47-11-78.
3 Pat. 102-4
38 Rep. 550.
13 Rep. 47.
3 Pat. 271.

27-11-78. The receipt for the money which was given to the Testator, is not a receipt for the money which was given to the Testator.

48-11-79.
3 Pat. 102-4
38 Rep. 550.
13 Rep. 47.
3 Pat. 271.

28-11-79. The receipt for the money which was given to the Testator, is not a receipt for the money which was given to the Testator.

29-11-79. The receipt for the money which was given to the Testator, is not a receipt for the money which was given to the Testator.

[Faint handwritten notes, possibly bleed-through from the reverse side.]

91 - The same as Case 90, but the
the is 7. The whole is 7. The same as
the is 7. The whole is 7. The same as
the is 7. The whole is 7. The same as
the is 7. The whole is 7. The same as

1. ³ When the β is $\pm \infty$ we have in the limit the same
 as the α case. $\beta = \pm \infty$ is the same as $\alpha = \pm \infty$.
 2. $\beta = 0$ is the same as $\alpha = 0$.
 3. $\beta = \pm \infty$ is the same as $\alpha = \pm \infty$.
 4. $\beta = 0$ is the same as $\alpha = 0$.
 5. $\beta = \pm \infty$ is the same as $\alpha = \pm \infty$.

[illegible][illegible]

On the ...

1. - The first of the three stages of the process is the formation of the embryo, which is the first stage of the process.

2. - The second stage is the development of the embryo, which is the second stage of the process.

Oct 11, 76.

3. - The third stage is the formation of the fetus, which is the third stage of the process.

4. - The fourth stage is the development of the fetus, which is the fourth stage of the process.

Nov. 16, 75.
 1. - The first stage of the process is the formation of the embryo, which is the first stage of the process.

2. - The second stage is the development of the embryo, which is the second stage of the process.

3. - The third stage is the formation of the fetus, which is the third stage of the process.

4. - The fourth stage is the development of the fetus, which is the fourth stage of the process.

[illegible][illegible]

[Faint handwritten notes, possibly bleed-through from the reverse side.]

Distribution / - In 1860 the ...
 1860
 1861
 1862
 1863
 1864

2. The record of the Committee on Education in England, which is a valuable source of information, is published by the Committee on Education, and is a valuable source of information.

Dec 20th 66

to the next of kin & then legal representatives -

3- As the ecclesiastical law & the common law of the State & received for law, the civil law was adopted to determine who are next of kin so in fact and in the spirit of this distribution and the same rule of computation has been adopted in fact -

4- The distribution takes effect in the immediate case of the death of the testator, and of course the same rule, to the children & wife before distribution -

Dec 20th 66

5- A distribution takes effect in fact in case of a will made after the death of the testator, but in case of no will, it takes effect at the expiration of one year from the death of the testator - See this rule, and in fact, it is in fact -

Dec 20th 66
20th 66
21st 66

6- The person or persons who go to the next of kin in the preceding line, and their legal representatives, take it to the children & their issue in infinitum - As long as one of the whole stock remains in line of the inheritance, the whole goes to it & its legal representatives -

[illegible][illegible]

2. It may be said that the distribution in this case is practically the same as in the case of the other two, but this is not the case. The distribution in this case is not the same as in the other two.

of the Empire of the Sea. The
 Empire of the Sea. The Empire of the Sea.
 The Empire of the Sea. The Empire of the Sea.

10 - I passed a letter in regard to the
the collection of the specimens in regard to the
and then a letter, to the effect that there is
the collection of the specimens in regard to the
collected, which are in the hands of
K. H. H.

1. On the directness of the line
from the point of departure to the point of arrival.
2. On the directness of the line from the point of departure to the point of arrival.

13. The first of these is the fact that the
the first of these is the fact that the
the first of these is the fact that the

Section 16 - The right of the owner of the land to the same is not to be taken away from him by the State, but the State may take the land for public use, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor.

The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor.

The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor.

1872, 1873.
2nd C. 50.
1874, 1875.
1876, 1877.

The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor. The State may also take the land for the use of the public, and the owner is to be compensated therefor.

1878, 1879.
1880, 1881.
1882, 1883.

Execution of the ... in ... by ... to ...

... ..

Am. 25.
2 Dec. 85.

... ..
... ..
... ..

1 Nov. 184.
2 Nov. 85.
15 Nov. 85.
16 Nov. 85.

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to the same end, being the legal & necessary
- in the nature of things -

24. A. The first of the three, of which we
- have seen above, is the nature of the
- thing, as it is in itself, & the nature of the
- thing, as it is in relation to the other
- things of the same kind. The first of these
- is the nature of the thing, as it is in itself,
- & the second is the nature of the thing,
- as it is in relation to the other things of
- the same kind. The third is the nature of
- the thing, as it is in relation to the other
- things of the same kind, & the fourth is
- the nature of the thing, as it is in relation
- to the other things of the same kind, & the
- fifth is the nature of the thing, as it is in
- relation to the other things of the same kind.

25. VI. The first of the three, of which we
- have seen above, is the nature of the
- thing, as it is in itself, & the nature of the
- thing, as it is in relation to the other
- things of the same kind. The first of these
- is the nature of the thing, as it is in itself,
- & the second is the nature of the thing,
- as it is in relation to the other things of
- the same kind. The third is the nature of
- the thing, as it is in relation to the other
- things of the same kind, & the fourth is
- the nature of the thing, as it is in relation
- to the other things of the same kind, & the
- fifth is the nature of the thing, as it is in
- relation to the other things of the same kind.

26. VII. The first of the three, of which we
- have seen above, is the nature of the
- thing, as it is in itself, & the nature of the
- thing, as it is in relation to the other
- things of the same kind. The first of these
- is the nature of the thing, as it is in itself,
- & the second is the nature of the thing,
- as it is in relation to the other things of
- the same kind. The third is the nature of
- the thing, as it is in relation to the other
- things of the same kind, & the fourth is
- the nature of the thing, as it is in relation
- to the other things of the same kind, & the
- fifth is the nature of the thing, as it is in
- relation to the other things of the same kind.

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Advancement.

The first of these is the fact that the
 number of people who are employed in the
 service of the government is increasing
 rapidly. This is due to the fact that
 the government is becoming more and more
 involved in the affairs of the people.

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The first of these is the fact that the
 population of the United States is
 increasing at a rapid rate. This is
 due to a number of causes, including
 immigration from foreign countries,
 and a high birth rate. The second
 fact is that the population is becoming
 more and more concentrated in the
 eastern half of the country. This is
 due to a number of causes, including
 the fact that the eastern half of the
 country is more developed than the
 western half, and the fact that the
 eastern half of the country is more
 attractive to immigrants.

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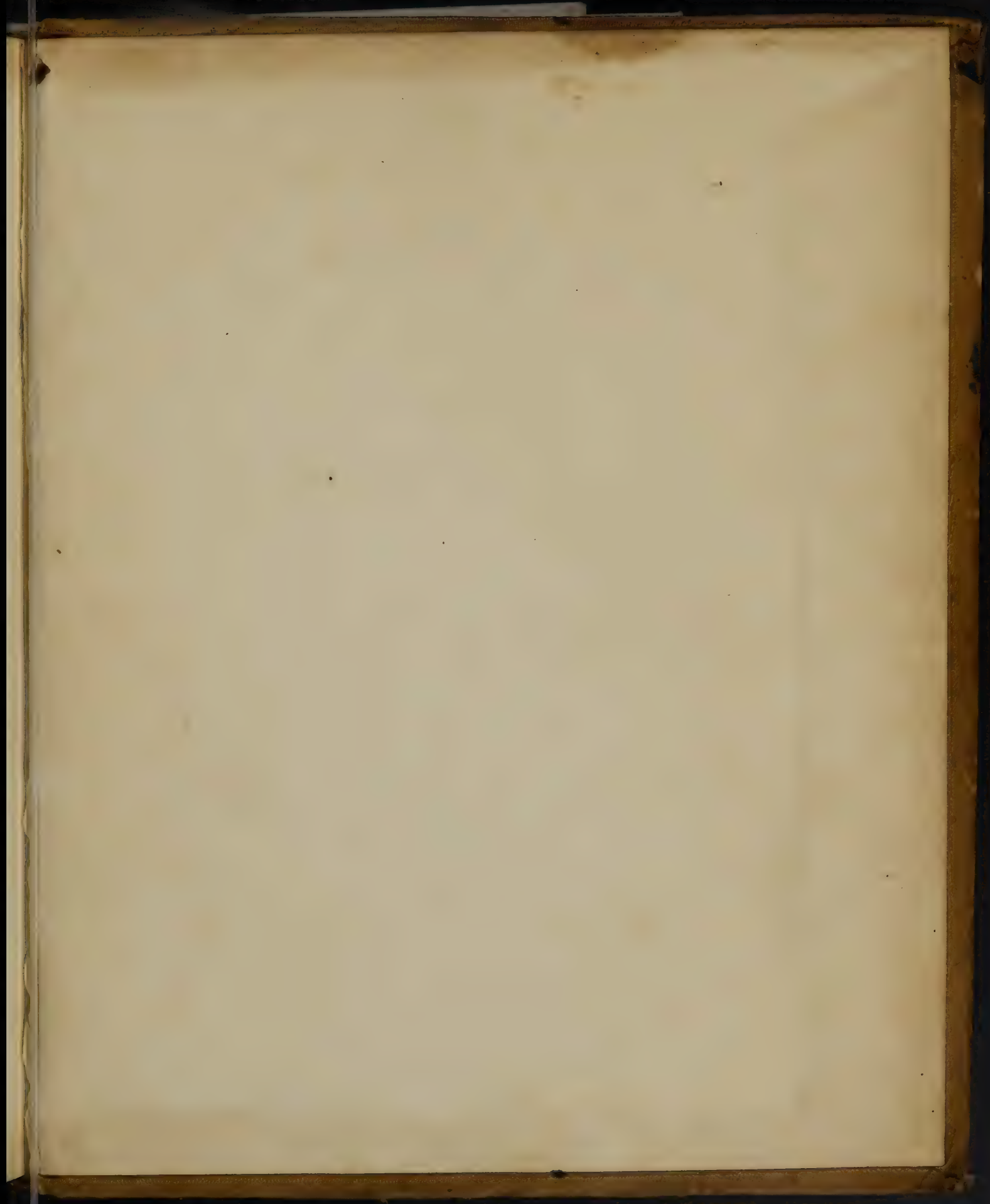
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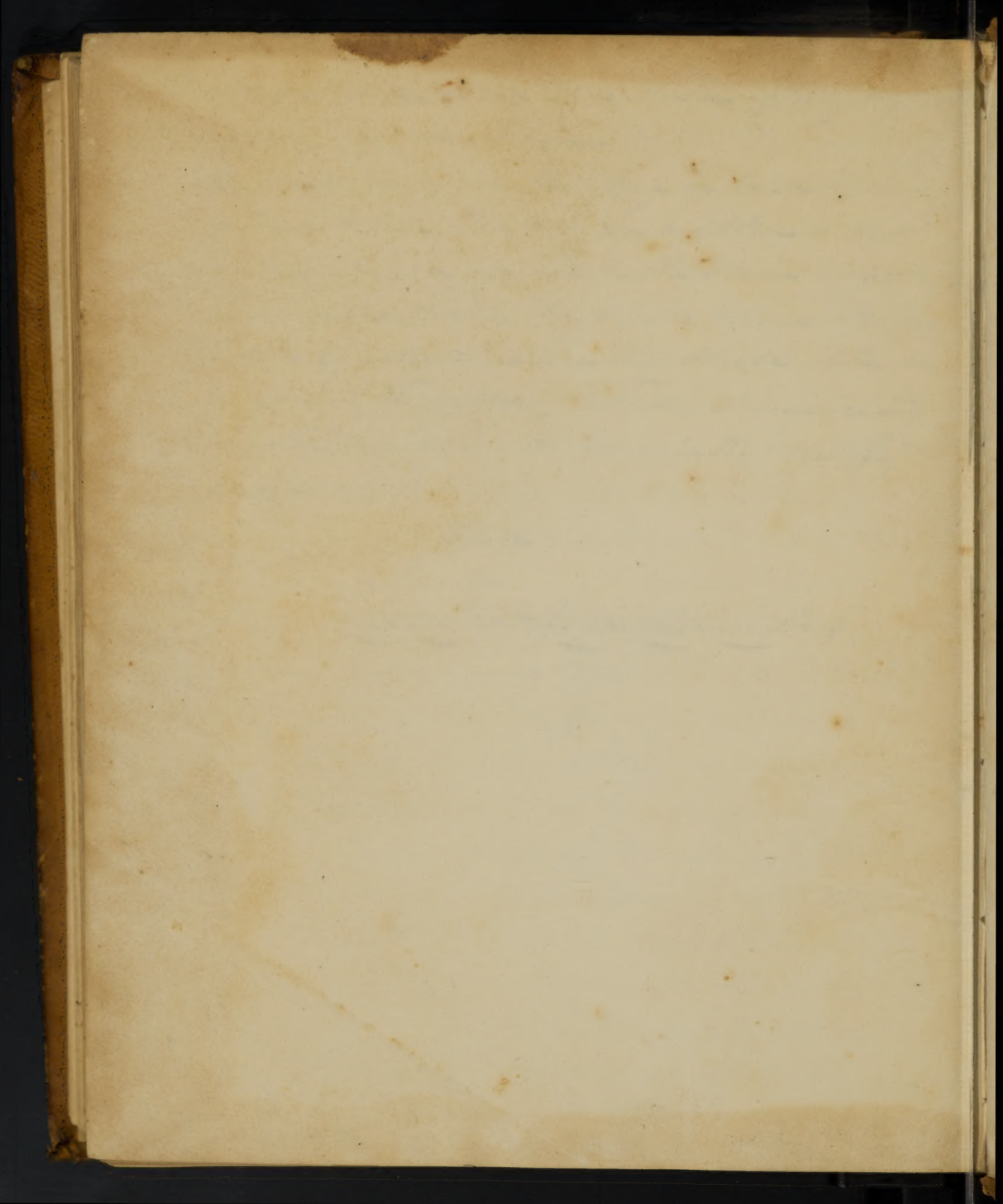
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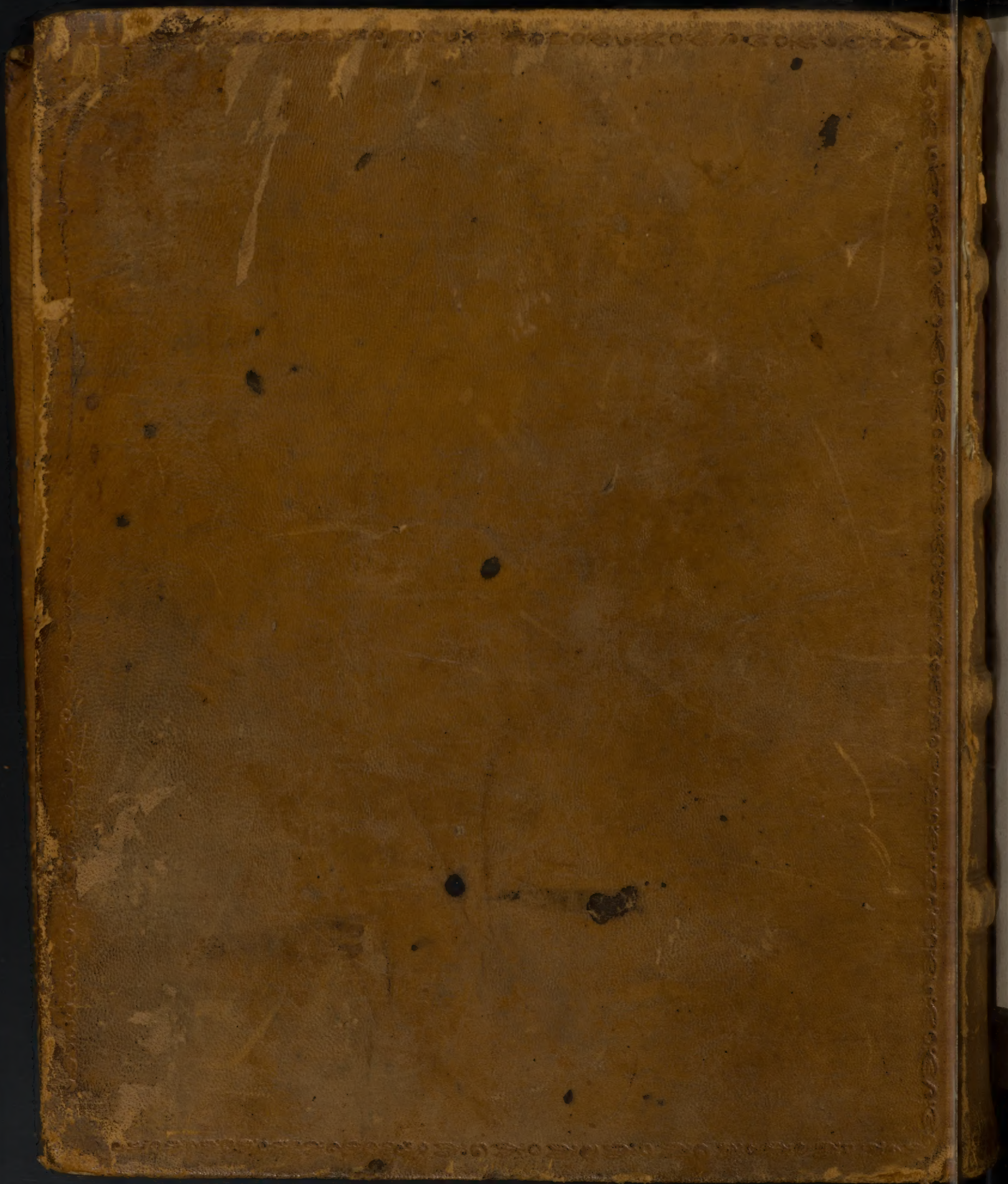
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